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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 28, 1891.

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CURRENT TOPICS.

WE REGRET to learn that Mr. Justice STIRLING is not making a rapid recovery from the attack of eczema from which he has been suffering during the last three weeks. On Thursday it was understood that no date could be fixed for his return to the courts. Mr. Justice NORTH was announced to take his seat on Friday, and everyone will be glad to welcome back this learned and careful judge.

THE ARRANGEMENTS for disposing of portions of Mr. Justice STIRLING's work during his absence which prevailed last week are to be continued, and accordingly his motions were to be taken by Mr. Justice ROMER on Friday, and his petitions by Mr. Justice CHITTY on Saturday.

THE FOLLOWING members of the Council of the Incorporated Law Society have been appointed to confer with representatives of the Bar Committee with regard to the proposed transfer of the jurisdiction as to joint-stock companies in liquidation from the Chancery Division to the Bankruptcy Court—viz., Mr. W. MELMOTH WALTERS (president), Mr. RICHARD PENNINGTON (vice-president), Mr. JOSEPH ADDISON, Mr. JOHN WREFOED BUDD, Mr. ROBERT CUNLIFFE, Mr. WILLIAM GODDEN, Mr. JOHN HOLLAMS, and Mr. HENRY MARKBY.

AFTER THE LAST provincial meeting of the Incorporated Law Society we drew attention to the beneficial results which would be likely to follow from occasionally holding these gatherings in districts where there are few members of the society, and little organization among solicitors. We indicated the eastern counties as such a district, and (following up a remark dropped by the president at Plymouth) suggested that a provincial meeting at Norwich might prove very advantageous, both in stimulating the formation of local law societies and in increasing the membership of the chief society. We are glad to learn that the suggestion has been adopted. The solicitors of Norfolk and Norwich have invited the Incorporated Law Society to Norwich for their next provincial meeting, and the invitation has been accepted by the council. The proposal reflects the highest credit on the public spirit and *cœquid de corpore* of the committee of Norfolk solicitors who have taken charge of the arrangements. When it is considered that nearly 200 solicitors from all parts of the country travelled to the meeting at Plymouth during the worst autumn, in point of weather, in

recent times, we think we may confidently count on a large assembly at Norwich, which is easily accessible from London, and is in the midst of a region particularly attractive to visitors. We may, therefore, hope that the county and city generally will substantially benefit by the meeting, and that the labour which will fall on the committee will be rewarded by a rousing of the solicitors of the whole of the eastern counties to a more general and active interest in the welfare of the profession at large than has been shewn during recent years.

WE PRINT elsewhere some new rules which have been issued under the Bankruptcy Acts, 1883 and 1890, and which vary the forms hitherto in use relating to orders of discharge and orders for substituted service of a petition. By rule 1 separate forms are introduced where the order of discharge is made subject to conditions as to earnings, after acquired property and income, and where it is made subject to a condition requiring the bankrupt to consent to judgment being entered up against him, and in the body of each form the mode of payment is now, for the first time, specified. Thus, in the first case, the bankrupt, after setting aside a specified sum for the support of himself and his family, is to pay the surplus of his earnings, after-acquired property, and income to the official receiver or trustee for distribution among his creditors. And a similar direction is given in the second form with regard to the payment of the sum for which judgment is entered up, subject, however, to any execution which may be issued on such judgment with the leave of the court. Both forms contain a provision that the bankrupt shall, on the 1st day of January in every year, or within fourteen days thereafter, file an account of his receipts from earnings, after-acquired property, and income during the previous year, and pay the surplus payable under the order within fourteen days of filing such account. The form introduced by the second of the new rules for the order for substituted service of a petition differs from the one hitherto in use (form 16a) by directing that a sealed copy of the petition together with a sealed copy of the order shall be sent by registered post letter to the specified address. The rules come into operation on the 1st day of January next.

WE REGRET to record the death, on Saturday last, in his seventy-fifth year, of Mr. FREDERICK PRIDEAUX, the author of the well-known "Precedents in Conveyancing." Mr. PRIDEAUX was widely known among country solicitors by his book, which, originally issued as a single volume, has grown into two large volumes, and has passed through the astonishing number of fourteen editions. This success may be partly due to the fact that the book, in its well-written introductory treatises, appeals to law students as well as to practitioners, and partly to the prompt way in which it supplied the want which was so widely felt, after the passing of the Conveyancing Act, 1881, of a collection of precedents adapted to that Act, and partly to the careful revision which the more recent editions have received at the hands of Mr. WHITCOMBE; but the fact remains that Mr. PRIDEAUX designed and carried out a work which has proved, beyond all comparison, the most successful of its class ever issued. In London, in recent years, its author was little known personally. He had a strong taste for country life, and liked pottering among his flowers and his live stock better than a continuous life of settling drafts and advising. He went to live at Milverton somewhere about twenty years ago, and, we believe, gave up his chambers at Lincoln's-inn about 1874; and, after the termination of his professorship of real and personal property law, carried on a local practice as a conveyancer, first at Milverton, and then at Torquay, subsequently returning to Taunton, where he died. He was the son of Mr. WALTER PRIDEAUX, banker, of Plymouth; and we believe that Sir W. S. PRIDEAUX, the present clerk of the Goldsmiths' Company, is his nephew.

WE UNDERSTAND that the president of the Incorporated Law Society has recently addressed a circular to the solicitors in England and Wales who are not members of the society, pointing out the desirability of solicitors as a body acting together, when occasion arises, through the Incorporated Law Society,

and expressing a hope that every solicitor may see the advantage of joining the society. The president has also addressed a circular to all the members of the society suggesting that they should use their influence in getting their friends who are not already members to join. It is often stated by solicitors that they would derive no benefit by becoming members of the society. This is a great mistake. By becoming members of the society they benefit themselves as well as the entire profession. The benefit to themselves is derived from the fact that for a trifling subscription they have the use of a noble building, which includes a reading-room in which all the daily newspapers, books of reference, and current periodicals are kept, a splendid library, a conference-room in which to see clients, and other rooms for the convenience and comfort of members. Besides this, all the important rules of court are sent gratis to members. These advantages are, of course, greater in the case of town members, who have in consequence to pay an increased subscription—viz., £2 a year, while the country member has only to pay £1; and if he happens to be also a member of a provincial law society, his subscription is only 10s., and these subscriptions are reduced to one-half in the case of solicitors who have been admitted less than three years. We now come to the benefit which it would be to the profession generally if the bulk of the solicitors in the country were members of the society. The council, acting for the society, endeavour in every way in their power to protect the interests of the whole profession, whether members or not, but the greater the number of solicitors they represent the larger will be their influence and their power. It therefore behoves every solicitor who has any interest in the status of his profession to join the society, which is always doing its best to uphold its honour, to raise its educational and moral standard, and to see that, as far as possible, no encroachments are made by unqualified persons. We hope that the President's circular will be the means of inducing a large number of solicitors to join the society, and that before long the great bulk of the solicitors of this country will be members of the society. The profession is now threatened with various schemes of officialism, which, if carried, will have the effect of throwing a great deal of the work now satisfactorily performed by solicitors into the hands of Government departments, without any advantage to the community at large, and to the great detriment of the profession. It is high time that solicitors should awake to the fact that, by joining the society, they will be strengthening the hands of the Council in opposing any schemes which they may consider injurious to the profession.

THE IMPORTANT question whether a right of appeal exists from the refusal by a county court judge of an application for a new trial, which has already been considered in these columns, came before the Queen's Bench Division in the recent case of *Sir W. Pole v. Bright* (ante, p. 63), when the court (A. L. SMITH and MATHEW, JJ.) held that an appeal does now lie under such circumstances. In arriving at this conclusion the learned judges already named followed the case of *Dinger v. Mathews* (88 L. T. 139), which they considered was rightly decided and binding upon them. They also expressed the opinion that the case of *How v. London and North-Western Railway Co.* (1891, 2 Q. B. 496), where the court (CAVE and CHARLES, JJ.), in a considered judgment, came to an opposite conclusion, could not be regarded as an authority because it was in conflict with the earlier case of *Dinger v. Mathews* (supra), which the Divisional Court had no power to overrule, and the facts of which they had evidently misapprehended. Without again attempting to give the reasons why, in our opinion, the decision of a county court judge upon an application to him for a new trial is not the proper subject of an appeal, as they have so often been set forth in these columns, we would venture to remind our readers that this opinion certainly accords with the cases determined prior to the County Courts Act, 1888, and—what is of still greater importance—with the recent decision of the Probate Division in *The Cashmere* (38 W. R. 623, 15 P. D. 121), where BUTT, J., in a considered judgment, with which Sir JAMES HANNEN concurred, held that the County Courts Act, 1888, does not enable interlocutory orders made in the county court to be reviewed, and that "the words of

the Act of 1888 apply to proceedings at the trial, and to an appeal from a final judgment, and have no reference to interlocutory orders of a county court." This last-named case, it is to be noticed, does not appear to have been referred to, either by judges or counsel, in the case under consideration. It is to be hoped that ere long the important question involved will be brought before the Court of Appeal, though, meanwhile, of course, the decision of the Queen's Bench Division in *Sir W. Pole v. Bright* must be regarded as of binding authority.

A READY MEANS of reference to all rules and orders in force on the 1st of January, 1891, having been afforded by the Index to the Statutory Rules and Orders, to which we referred last week, the work is to be continued by the publication of an annual volume, uniform with the official annual volume of the statutes, containing all the orders of a public and general character which have been issued during the year. The first of these volumes, which contains the rules and orders for 1890, was issued before the publication of the index, and its contents are accordingly included in that work. The volume for 1890 has been prepared, under the direction of the Statute Law Committee, by Mr. A. PULLING, jun., who appears to have done his work with the same thoroughness and judgment as are shewn in the compilation of the index. Hitherto the various orders issued from time to time under statutory authority have not been published in any systematic manner. Some of them are contained in official documents, such as the *London Gazette*, or a Parliamentary paper, or a Stationery Office publication, whilst others are only to be found either in papers printed for the department concerned, and circulated among the persons or authorities immediately interested, or in text-books. The inconveniences of such a system—or, rather, want of system—are obvious. The volume published by the Stationery Office only contains the orders of public and general interest issued during 1890, but at the end of the volume there is a classified list of the more important orders of a local character made during the year, and also an index to the orders of a public and general character made during the same period. At the commencement of the volume there is a chronological table of the orders, and another table of the same orders arranged under the names of the Government departments principally concerned in making them. The general scheme of the work is to insert the rules and orders under the various headings, arranged alphabetically, to which they relate. For instance, under the heading "Bankruptcy" we have the whole of the "delegated legislation" of the year upon that subject. A good deal of useful work might be done in the shape of consolidating the existing rules and orders. Some of the Irish orders have been already dealt with in this way. All the rules and orders relating to civil bill courts in Ireland were consolidated last year, and these consolidated rules and orders occupy about 140 pages of the volume for 1890. This year all the Irish Judicature Rules have been consolidated, and they will be included in the volume for 1891, which is already in an advanced stage of preparation, and will be published early next year. The new publication will be extremely useful, as forming a series of companion volumes to the official annual volumes of the statutes.

IT APPEARS that too great stress is not to be laid upon the generality of the words of section 14 of the Conveyancing Act, 1881. Under this a lessor cannot take advantage of a forfeiture for a breach of covenant without first serving on the lessee "a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach." But, having done this, he may proceed to enforce his rights if the lessee fails within a reasonable time "to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach." It seems, therefore, to be clearly contemplated that for every breach the lessor will be entitled to some compensation, although in most instances, where a breach, capable of remedy, is duly remedied by the lessee, the lessor will have suffered no actual loss. In the case of *Skinners'*

Company v. Knight (40 W. R. 57), recently decided by the Court of Appeal, the plaintiffs, who were the lessors, had employed a surveyor to inspect the demised premises, and a solicitor to prepare and serve the statutory notice, and it was contended on their behalf that the amount of the costs which they had thus incurred was the reasonable compensation contemplated by the Act, and hence, as this had not been offered to them by the defendant, they were entitled, even though the breach had been fully remedied, to bring their action for the forfeiture. The strength of the argument lies, of course, in the generality of the words quoted above. If compensation must necessarily be paid for every breach, and if from the breach itself no damage has arisen, then costs such as those referred to represent the only pecuniary loss which the lessor has suffered. The court, however, declined to admit that the statute required such a construction, and held that the obligation of the lessee to make compensation only arises where there is something to compensate. Moreover, the measure of compensation is the same as the measure of the damages would be if these had to be ascertained by the verdict of a jury or the judgment of the court. After this the conclusion was easy. The damages are restricted to the loss caused by the breach, and do not include the costs incurred by the lessor in complying with the requirements of the statute. Such costs, consequently, must be borne by himself, and the lessee can only be required to pay compensation, in addition to remedying the breach, where this has caused actual loss to the lessor.

A QUESTION of some importance on the construction of section 27 of the Wills Act, 1837, was decided by KEKEWICH, J., in *Re Reynolds* (40 W. R. 11). Under that section a general devise of real estate is to be taken to include any real estate which the testator has "power to appoint in any manner he may think proper," and there is a similar provision with regard to personal estate. In the above case a married woman had a general power of appointing real estate by deed or will, with the exception that she might not appoint in favour of her husband, or any friend or relative of his. She made a will not referring to the power, and the question arose whether this operated as an execution of the power. The effect of the exclusion of certain specified persons from a power otherwise unlimited was considered in *Platt v. Routh* (6 M. & W. 756, 3 Beav. 257), affirmed *sub nom. Drake v. Attorney-General* (10 Cl. & Fin. 257), and for the purpose of the Legacy Duty Act (36 Geo. 3, c. 52) it was held to be a power to appoint as the donee should think fit within section 7, and also a "general and absolute power" within section 18. So, too, such a power was held to be general in *Edie v. Babington* (3 Ir. Ch. 568), so as to subject the assets to the debts of the donee. But probably KEKEWICH, J., was right in declining to attach weight to these cases as precedents for the construction of the Wills Act, and it is more important to notice that the recent tendency has been to give a literal construction to the words of section 27. This is exemplified by the decision of the Court of Appeal in *Phillips v. Cayley* (38 W. R. 241, 43 Ch. D. 222), where it was held that a direction that the will exercising the power should expressly refer to it took the power out of the operation of the section. Sometimes, indeed, it has been doubted whether the clause was to be strictly followed (see *Moss v. Harter*, 2 Sm. & G. 458, and Sugden on Powers, p. 306), and so far as the mode of appointment is concerned, it is settled that the power is sufficiently general although it is to be exercised by will only (*Hawthorn v. Shelden*, 3 Sm. & G. 303). But no doubt seems ever to have been felt with regard to the objects of the power, and for the donee to be able to appoint "in any manner he may think proper" it is necessary that these should be unrestricted. "The Act," said Lord St. LEONARDS (Powers, p. 307), "applies to powers which are unlimited in their objects." Hence in *Re Reynolds* KEKEWICH, J., held that the will of the donee of the power did not operate as an execution of the power under section 27.

ON WEDNESDAY the question was raised in Court of Appeal No. 2, in the case of *Re Bignell*, whether, when the trustee of a will is appointed receiver of his testator's estate without giving

security, the order being silent as to remuneration for his services, the court can afterwards allow a claim for remuneration on the passing of the receiver's accounts. It was contended that it was contrary to the settled practice to allow a trustee, who has been appointed receiver of the trust estate by an order in the above form, afterwards to claim remuneration for his services. The court held that there is no such hard and fast rule, but that the judge has a discretion to allow the trustee remuneration, if he thinks that he is justly entitled to it. In this particular case a testator had directed his trustees to allow one of their number (a lady who had assisted him in carrying on his business during his life) to carry it on after his death, and had authorized her, during such time as she should carry on the business, to retain for her own use one-fourth part of the net profits of the business, not exceeding £800 a year. In the action, which was for the administration of the testator's estate, this lady was appointed receiver and manager of the business. The order appointed her without giving security, but was silent as to remuneration. The business was carried on at a loss, and Mr. Justice NORTH, after the lady's death, allowed her £500 by way of remuneration for the period during which she had carried on the business. The Court of Appeal held that there was power to do this, and they refused to disturb the learned judge's exercise of discretion. They said that *Pilkington v. Baker* (24 W. R. 234) in no way conflicted with their decision.

WITH REFERENCE to our comments last week on the case of *Eyre and the Corporation of Leicester*, a correspondent has called our attention to clause (a) of the 1st schedule to the Arbitration Act, 1889, according to which, if no other mode of reference is provided, the reference is to be to a single arbitrator. Moreover, by section 2, a submission, unless a contrary intention is expressed therein, is to be deemed to include the provisions in the 1st schedule so far as they are applicable. Hence, where the submission is silent as to the appointment of an arbitrator, it may fairly be said, by virtue of the statutory incorporation of the schedule, to provide for reference to a single arbitrator, so as to empower the court to act under section 5. In the case in question the court held that there was, under the terms of the contract, an express reference to a single arbitrator, although, in view of the insertion in one clause of the word "umpire," it was contended that two arbitrators were intended. Rather, however, than adopt such a construction, the court preferred to regard the words "umpire" and "arbitrator" as being, in the contract before them, synonymous.

ON FRIDAY in last week the Court of Appeal No. 1, in the case of *Fletcher v. The London and North-Western Railway Co.*, ordered a new trial of the action, on the ground that the judge had nonsuited the plaintiff after hearing his counsel's opening statement, refusing to allow the plaintiff's witnesses to be called. The Master of the Rolls said that a judge had no right, without the consent of a plaintiff's counsel, to nonsuit the plaintiff on his counsel's opening. It was always possible that the plaintiff's counsel might have been wrongly instructed, and that, if the witnesses were called, their evidence might prove to be different from that which was anticipated. The plaintiff had a right to have his witnesses heard. Lord Justice LOVELL added that the plaintiff's case might even be established by means of his opponent's cross-examination of his witnesses. And Lord Justice KAY said that he should be astonished if any rule existed that a suitor was bound to lose his cause because his counsel had omitted in his opening to state facts which might have induced the jury to find in his client's favour. The rule thus laid down by the Court of Appeal seems so absolutely consistent with elementary notions of justice that it is strange it should have been overlooked by Mr. Justice WRIGHT, before whom the action came for trial.

It is stated, says the *Daily Telegraph*, that the proposed City Court of Arbitration, so long under the consideration of the London Chamber of Commerce and one of the committees of the corporation, has so far advanced in the arrangements necessary for its establishment that it may be expected to be in full operation early in the ensuing year. One of the courts at Guildhall will doubtless be made available for the purpose.

REFERENCES TO OFFICIAL REFEREES.

IN referring a "cause or matter, or any question or issue of fact arising therein," to an official referee under section 13 or section 14 of the Arbitration Act, 1889, can the parties select the particular official referee to whom they wish the matter referred? And if they can select their own official referee, can they agree to refer to such referee a case which, in order that it may be conveniently and properly tried, requires to be tried in some special locality away from London? It is clear that, if parties are not free to select a particular official referee to try their case, or are in any way hindered from having their action tried in any part of the country, there is no advantage in having their action referred to an official referee at all, when they can themselves select a special referee, who will hold the trial or inquiry at any place which may be convenient to the parties. The arguments in favour of denying to parties the right to choose the judge who shall try their action do not apply in the case of the official referees, because, in the case of actions to be tried before a judge, the parties are compelled to accept the chance or choice which assigns their action to a particular judge. They have no option of going to any person other than a judge. The case of the official referees is quite different, because, if the parties are denied the right to choose their official referee, they may go to a special referee of their own selection. It is a question of attraction or repulsion of business by the court. And this is quite irrespective of the relative judicial capabilities of the different referees. When parties have to agree on a referee, they each like to have some voice in selecting the particular referee. Can they, under existing regulations, make such a selection among the official referees? The answer is, that, if they are agreed among themselves, they can, under ordinary circumstances, have their case referred to whichever official referee they may choose. And the answer to the second question with which we prefaced these remarks is, that there is no more difficulty in having a case heard anywhere in the country by an official, than by a special, referee.

The enactments and rules dealing with these particular points are not so clear as they ought to be, and they require careful examination in order to justify the answers we have given to the questions propounded. First, as to selection by the parties of a particular referee, we may say at once that there is no direct authority for the parties to make such a selection. Ord. 36, r. 45, says that an order of reference to the official referees "may refer such business to any one in particular of the referees," but it does not contain any intimation as to how, or by whom, the selection is to be made. The order merely goes on to say that if no particular referee is named in the order of reference the business is to be distributed among the official referees in rotation. But power is given, and, we venture to think, most wisely given, to name a particular official referee in the order of reference, and if the parties are agreed among themselves, and their summons is issued for a reference to a particular referee, the usual practice is to make it in the form asked. It would be difficult, in the absence of good cause to the contrary, to make the order in any other form, for the parties might elect to have their summons dismissed and to apply again to have their action referred to a special referee. It would be no ground for refusal to say that a reference to a particular official referee would disturb the equal distribution of business among the referees as a whole, because rule 47 of the same order provides that such cases of selection shall be taken account of by the clerks in the general distribution of business among the referees.

The next point, as to the power of the referees to sit anywhere within the jurisdiction, is equally clear when the rules bearing upon it are carefully examined; and, indeed, would never have been in doubt except for a certain looseness which characterized the drafting of the Rules of December, 1889, on which we have more than once had occasion to reflect. Ord. 36, r. 48, says that "where any cause or matter, or any question in any cause or matter, is referred to a referee, he may, subject to the order of the court or a judge, hold the trial at, or adjourn it to, any place which he may deem most convenient, and may have any inspection or view, either by himself or with his assessors (if any), which he may deem expedient," &c. Had

that rule stood alone there would have been no doubt about the matter. But order 52a creates a doubt, quite needlessly, as we shall shew. Rule 52a says: "Rules 49 to 52 of order 36 shall apply where any cause or matter, or any question or issue of fact, is referred to an official referee." It would not occur to ordinary minds, after reading this rule, that rule 48 also applied to cases referred to an official referee. The inference naturally drawn by most people from the fact of its omission from rule 52a would be that it had been omitted for some good reason. But this is, unfortunately, frequently the way with modern rules of court. The power of official referees to travel to any place and hold their court there is, however, fully established. In the first place, section 83 of the Judicature Act of 1873 specially provides for it, and provides, moreover, that their travelling expenses shall be paid by the Treasury. That section also dubs them "permanent officers" of the Supreme Court. They are, therefore, "officers of the court." Now, ord. 36, r. 55c, says, "The provisions of rules 48 to 55 of order 36, and of rule 55b, shall apply where any cause or matter, or any question or issue of fact therein, is referred to an *officer of the court* or to a special referee or arbitrator." So rule 48 of order 36 does apply to an official referee, and we may add that in practice it always has been applied before either the rule which omits to apply it, or the one which does apply it were made. One is almost tempted to ask whether ord. 36, r. 52a, was made *solely* for the purpose of creating confusion on the point we have discussed. It certainly does not appear to serve any other purpose, seeing that everything it contains, and a little more besides, is contained also in rule 55c, which was one of the same batch of rules. However, the foregoing remarks will, we hope, make it clear that there is no difference between a special and an official referee in respect of the power to travel to any place to try a case, only in the case of the latter the travelling expenses are paid out of public moneys, and fall on the parties in the shape of a *minimum* fee of £5 for trial, however short a time the trial occupies, and £2 6s. 6d. for every night during which the referee and his clerk are necessarily absent from London (Order as to Court Fees, 1884, fees Nos. 89—91).

THE PUBLIC HEALTH (LONDON) ACT.

THE Public Health (London) Act, 1891 (54 & 55 Vict. c. 76), contains 144 sections and 4 schedules, and comes into operation on the 1st of January next. Shortly put, it does for London what the consolidating Public Health Act, 1875 (which does not apply to the metropolis), did for the country generally, and at the same time introduces such amendments of the law as experience since 1875, or the peculiar circumstances of the metropolis, have shewn to be desirable. As many as thirty-four enactments are repealed, the best known of them being the Nuisances Removal Acts of 1855 and 1863 and the Sanitary Acts of 1866 and 1874, which are repealed almost entirely, and the Metropolitan Management Acts of 1855 and 1862, which are repealed very partially. Those two curious additions to sanitary law, the Infectious Diseases (Notification) Act, 1889, and the Infectious Diseases (Prevention) Act, 1890, which apply elsewhere than in the metropolis by "adoption" only, and apply to the metropolis without any "adoption," are repealed and re-enacted without amendment. Bodily incorporation of certain applied enactments is, not unhappily, substituted for incorporation by reference, the applied enactments being set forth in the first schedule. Thus, in point of form, there is a very great alteration of the law, which is now contained in one instead of in thirty-four enactments. As regards substance, the Act is very properly described in the title as an amending as well as a consolidating one, the amendments being very many. We propose to consider the most important of the amendments in the order in which they occur in the Act.

Locus standi of prosecutor.—The 3rd section of the Act allows information of a nuisance, liable to be dealt with summarily, to be given to a sanitary authority by any person, and also prescribes that "it shall be the duty of every officer of a sanitary authority and of every relieving officer, in accordance with the regulations of the authority having control over him, to give that information"; that it shall be the duty of such authority

to make the regulations, and also "to give such directions to their officers as will secure the existence of the nuisance being immediately brought to the notice of any person who may be required to abate it"; and, finally, that "the officer shall do so by serving a written intimation." This enactment, which replaces section 10 of the Nuisances Removal Act, 1855, will greatly strengthen the law. In the first place, the potential prosecutor is *any person whatever*, instead of any person aggrieved, as under the repealed Act; and, in the second place, a fourfold obligation to prosecute is imposed on public bodies and officers, instead of a mere permission being given. The obligation of the sanitary authority to move is in keeping with the 1st section, which is taken from the 10th section of the Sanitary Act, 1866, and the 7th section of the Housing of the Working Classes Act, 1885; and we think that a *mandamus* would lie to enforce both the 1st and the 3rd sections of the new Act. We may add that the 4th section, which regulates the procedure for abatement of nuisances, greatly extends the provisions of the corresponding 21st section of the Sanitary Act, 1866, and that by section 100 the county council may prosecute on default of the sanitary authority.

Bye-laws.—The 16th section merely provides that every sanitary authority *shall* make bye-laws for the prevention of nuisances in streets; that the county council *shall* make bye-laws for prescribing the times for removing offensive matter in or through London, and as to the removal and disposal of refuse and the duties of the occupier of any premises in connection with house refuse, "so as to facilitate the removal of it by the scavengers of the sanitary authority"; that "it shall be the duty of every sanitary authority to observe and enforce any bye-laws made under this Act"; and that "a constable may arrest without warrant and take before a justice any person whom he finds committing any offence against such bye-law and who refuses to give his true name and address." There follows a proviso, taken from paragraph 3 of section 60 of the Metropolitan Police Act, that the bye-laws shall not make it an offence to lay sand or other material in time of frost to prevent accidents, or, in case of sickness, to prevent noise, "if the same is laid, and when the occasion ceases duly removed," *in accordance with the bye-laws*, the words we have italicized being new. The 16th section does not give any direction as to publication of the bye-laws. For this reference must be had to section 114, which incorporates sections 182-186 of the Public Health Act, 1875, "set forth" in the first schedule to the Act, amongst other "applied enactments."

Cleansing of streets by sanitary authority.—We now come to an alteration which will affect the comfort of every householder in London. The Metropolitan Police Act and other Acts (see Chitty's Statutes, vol. 4, p. 1387) require *householders* to cleanse the footways adjoining their houses. The 29th section of the new Act repeals "so much of any Act" as imposes this requirement, and, instead thereof, provides that it shall be the duty of every sanitary authority to keep the streets of their district—including the footways—properly swept and cleansed, so far as is reasonably practicable, and to remove all "street refuse," under pain of a maximum penalty of twenty pounds upon the sanitary authority. "Street refuse" by the interpretation clause (section 141) means "dust, dirt, rubbish, mud, road-scraping, ice, snow, and filth." The cry, "Clean your doorway, mum!" will, therefore, cease to irritate the snowed-up householder in the forthcoming January, though not before. The 30th section further newly directs the sanitary authorities to secure the due removal of house refuse from houses.

Unsound Food.—The 47th section brings any article "intended for the food of man" within the well-known provisions (taken from the Nuisances Removal Act, 1863, and the Sanitary Law Amendment Act, 1874) for the inspection and seizure of unsound food. The repealed enactments only extended to certain specific articles, as fruit, vegetables, &c., and neither the purveyor of rotten eggs or of weevilly biscuits could be proceeded against under them. Nor is this all. The section goes on to provide that, in the case of a second conviction under it, the convicting justices may order that a notice of the facts be affixed on the premises of the offender, and that he "do pay the costs of such affixing"—a Draconian enactment taken from the quickly repealed adulteration clauses of the Licensing Act, 1872, into

which they were imported, according to the statement of Lord KIMBERLEY in introducing the Licensing Bill, from a New Zealand statute.

Legal Proceedings: Evidence of Defendant.—Sections 115-126 deal with legal proceedings. Of course there is the now common form clause (section 118) providing that "any person charged with an offence under this Act, and the wife or husband of such person may, if such person thinks fit, be called, sworn, examined, and cross-examined as an ordinary witness in the case." Offences are to be prosecuted under the Summary Jurisdiction Acts, and by section 125 any person who deems himself aggrieved by any conviction or order made by a court of summary jurisdiction may appeal to quarter sessions. The 122nd section newly provides that a judge or justice of the peace may act in cases arising under the Act, although he be a member of a sanitary authority or be liable as one of several ratepayers to contribute to any fund out of which any expenses incurred by a sanitary authority are to be defrayed—a provision founded on 16 Geo. 2, c. 18, and 40 Vict. c. 11. The only remaining provision which requires notice is subsection 3 of section 120, which replaces section 34 of the Nuisances Removal Act, 1855. It provides that "where some only of the persons by whose act or default any nuisance has been caused have been proceeded against under this Act, they shall, without prejudice to any other remedy, be entitled to recover in a summary manner from the other persons who were not proceeded against a proportionate part of the costs of and incidental to such proceedings and abating such nuisance, and of any fine and costs ordered to be paid by the court in such proceedings." The 34th section of 1855 merely and cautiously provides that "nothing herein contained shall prevent the parties proceeded against from recovering contribution in any case in which they would now be entitled to contribution by law." The distinction is too obvious for comment.

"Applied enactments."—The applied enactments which are grouped together in the first schedule are (besides section 33 of the Metropolitan Water Act, 1871)—section 108 and 115 of the Public Health Act, 1875, as to nuisances out of the district; sections 130, 134, 135, and 140 of the same Act as to cholera; sections 182-186 of the same Act as to bye-laws; sections 293-296 of the same Act as to Local Government Board inquiries; and sections 211 and 212 of the Metropolis Management Act, 1855, by which, as modified by the Local Government Act, 1888, an appeal lies "against any notice or act of a sanitary authority" to the county council.

In perusing the Act for themselves, as all London practitioners will have to do, we would recommend our readers to study the interpretation clause (section 141) first of all, and mark well the pregnant senses of such terms as "sanitary authority," "house," "house refuse," "street," "owner," "source of water," "day," and indeed of all the terms defined therein.

NEW ORDERS, &c.

GENERAL RULES PURSUANT TO THE BANKRUPTCY ACTS, 1883 AND 1890.

DISCHARGE.

1. *Rule 1. Conditional Order of Discharge.* An Order of Discharge of a bankrupt, subject to conditions as to his earnings, after acquired property, and income shall be in the Form No. 1, and an Order of Discharge subject to a condition requiring the bankrupt to consent to judgment being entered against him for the balance or part of the balance of the debts provable in the bankruptcy shall be in the Form No. 2 in the Appendix, with such variations as circumstances may require.

The said Forms Nos. 1 and 2 may be cited with reference to the forms appended to the Bankruptcy Rules, 1886 and 1890, as Nos. 63 and 63A, and Form No. 63 shall no longer be used.

2. *Rule 2. Substituted service of petition.* An Order for substituted service of a petition shall be in the Form No. 3 in the Appendix, which may be cited with reference to the forms appended to the Bankruptcy Rules, 1886 and 1890, as No. 16A, and shall be substituted for No. 16A of the said forms.

3. *Rule 3. Commencement.* These rules shall come into operation on the 1st day of January 1892.

I concur.

M. E. HICKS-BEACH,

The 23rd November 1891.

HALESBURY, C.

President of the Board of Trade.

No. 1 [63].

ORDER of DISCHARGE subject to CONDITIONS as to EARNINGS, after ACQUIRED PROPERTY, and INCOME.

(Title.)

On the application of _____, adjudged bankrupt on the _____ day of _____ 189 _____, and upon taking into consideration the report of the Official Receiver as to the bankrupt's conduct and affairs and[†]

And whereas it has not been proved[‡]

It is ordered that the bankrupt be discharged subject to the following conditions as to his future earnings, after acquired property, and income.

After setting aside out of the bankrupt's earnings, after acquired property, and income the yearly sum of £ _____ for the support of himself and his family, the bankrupt shall pay the surplus, if any [or such portion of such surplus as the court may determine], of such earnings, after acquired property, and income to the Official Receiver [or Trustee] for distribution among the creditors in the bankruptcy. An account shall, on the 1st day of January in every year, or within fourteen days thereafter, be filed in these proceedings by the bankrupt, setting forth a statement of his receipts from earnings, after acquired property, and income during the year immediately preceding the said date, and the surplus payable under this Order shall be paid by the bankrupt to the Official Receiver [or Trustee] within fourteen days of the filing of the said account.

Dated this _____ day of _____ 189 _____
By the Court _____

Registrar.

No. 2 [63A].

ORDER of DISCHARGE subject to a CONDITION requiring the BANKRUPT to consent to JUDGMENT being entered up against him.

(Title.)

On the application[‡]

It is ordered that the bankrupt be discharged subject to the following condition to be fulfilled before his discharge takes effect—namely, he shall before the signing of this Order, consent to judgment being entered against him in the

by the Official Receiver [or Trustee] for the sum of £ _____, being the balance [or part of the balance] of the debts provable in the bankruptcy which is not satisfied at the date of this Order, and £1 10s. costs of judgment.

And it is further ordered, without prejudice and subject to any execution which may be issued on the said judgment with the leave of the court, that the said sum of £ _____ be paid out of the future earnings or after acquired property of the bankrupt in manner following, that is to say, after setting aside out of the bankrupt's earnings and after acquired property a yearly sum of £ _____ for the support of himself and his family, the bankrupt shall pay the surplus, if any [or such portion of such surplus as the Court may determine], to the Official Receiver [or Trustee] for distribution among the creditors in the bankruptcy. An account shall on the 1st day of January in each year, or within fourteen days thereafter, be filed in these proceedings by the bankrupt, setting forth a statement of his receipts from earnings, after acquired property, and income during the year immediately preceding the said date, and the surplus payable under this Order shall be paid by the bankrupt to the Official Receiver [or Trustee] within fourteen days of the filing of the said account.

And it is further ordered that upon the required consent being given judgment may be entered against the bankrupt in the [_____] for the said sum of £ _____, together with £1 10s. for costs of judgment.

Dated this _____ day of _____ 189 _____
By the Court _____

Registrar.

No. 3 [16A].

ORDER FOR SUBSTITUTED SERVICE OF A PETITION.

In the [High Court of Justice].

In Bankruptcy.

No. _____ of 18 _____.

Re _____
Ex parte _____
In the matter of a bankruptcy petition filed the _____ day of _____ 18 _____

upon the application of _____
and upon reading the affidavit of _____ of _____ in _____ the _____ of _____

It is ordered that the sending of a sealed copy of the above-men-

* Further recitals to be inserted.

† This recital to follow the other forms with necessary variations.

‡ Formal parts and recitals as in last preceding form.

§ Insert name of Court having jurisdiction in bankruptcy.

¶ Insert name of Court.

tioned petition, together with a sealed copy of this Order by registered post addressed to

and
or by publication in the London Gazette

and in the newspaper of the presentation of such petition and the time and place fixed for hearing the petition shall be deemed to be good and sufficient service of the said petition on the said

on the day of completing such posting —
or publication as aforesaid.

Given under the seal of the Court this day of 189 .
By the Court Registrar.

CASES OF THE WEEK.

Court of Appeal.

FELTON BROTHERS v. HARRISON—No. 1, 24th November.

PRACTICE—COSTS—MARRIED WOMAN—CERTIFICATE OF TAXING MASTER SETTING OFF COSTS—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 1 (2)—R. S. C., LXV., 27 (21).

This was an application to vary the certificate of the taxing master setting off the costs payable by the defendant against the costs payable to her. The defendant, while a married woman, had incurred a pecuniary liability. After the death of her husband she was sued, and judgment was recovered against her, and was drawn up in the form settled in *Scott v. Morley* (20 Q. B. D. 120): "It is adjudged that the plaintiffs do recover £ and costs to be taxed against the defendant, such sum and costs to be paid out of her separate property, and as hereinafter mentioned, and not otherwise. And it is ordered that execution hereon be limited to the separate property of the defendant not subject to any restraint on anticipation unless by reason of section 19 of the Married Women's Property Act, 1882, the property shall be liable to execution notwithstanding such restriction." Execution was issued against such of her separate property as had not been subject to a restraint on anticipation, but little was recovered. The execution creditor then obtained *ex parte* an order for a receiver of that part of her property which, during coverture, she had been restrained from anticipating, but which was set free by her husband's death. This order was discharged by the judge at chambers, and his decision was upheld by the Divisional Court and the Court of Appeal: see *Felton v. Harrison* (1891, 2 Q. B. 422). Upon the taxation of the costs the taxing master, under ord. 65, r. 27 (21), set off the costs payable to her by the plaintiffs under the order of the Court of Appeal against the costs payable by her under the judgment. Application was made to vary the certificate, on the ground that the costs could only be recovered out of her separate estate, and that the liability mentioned in the rule was only a personal liability.

THE COURT (LOPES and KAY, L.JJ.) refused the application.

LOPES, L.J., said that he entirely adhered to what had been said in *Holby v. Hodgson* (24 Q. B. D. 103). The judgment recovered against a married woman was precisely the same as the judgment recovered against an unmarried woman, although it was only enforceable against her separate estate. It had been urged that the judgment was not a personal one. That point had been decided in *Holby v. Hodgson*, and it was decisive of this case.

KAY, L.J., concurred. Here was a judgment against a married woman which could only be executed against her separate property. It was nevertheless a personal judgment. There was a claim for costs by the persons suing her, and the taxing master was entirely within his power in setting off those costs against those recovered by her.—COUNSEL, *Butcher*; *Horne Payne*, Q.C. SOLICITORS, *Mear & Fowler*; *W. T. Child*, for *Streeter*, *Croydon*.

[Reported by A. P. PERCEVAL KEEPE, Barrister-at-Law.]

Re CASEY, STEWART v. CASEY—No. 2, 18th and 19th November.

PATENT—AGREEMENT FOR ASSIGNMENT OF SHARE OF PATENT—ENTRY ON REGISTER—MOTION TO EXPUNGE—PATENTS, &c., ACT, 1883 (46 & 47 VICT. c. 57), ss. 23, 85, 87, 90—PATENTS RULES, 1883, rr. 65, 68.

This was an appeal of the plaintiffs from a decision of *Romer, J.*, refusing a motion to expunge from the register of patents an entry of a document—a letter dated the 29th of January, 1889—by which the plaintiffs agreed, in consideration of the defendant's services as the practical manager in working their patents, to give him one-third share of the patents, to take effect from the date of the letter. This document had been entered on the register at the instance of the defendant as conferring an interest in the patents; and the plaintiffs moved to have it expunged, on the ground that it did not confer any interest properly capable of registration under the Act and Rules. *Romer, J.*, held that under the circumstances the document of the 29th of January, 1889, amounted to an assignment of a one-third interest in the patents, and that the comptroller had rightly permitted an entry in the register of the defendant's interest under that document, and refused the motion with costs. The plaintiffs appealed. During the hearing of the case the court (*Lindley*,

Bowen, and *Fry, L.JJ.*) sent for the files of the Patent Office and examined the actual entry, which proved to be merely that of the letter of the 29th of January, and not of any legal transfer of title.

THE COURT dismissed the appeal.

LINDLEY, L.J., said the question now was whether the entry of this document on the register was to be expunged. That depended upon the sections of the Patents, &c., Act. Though there was no alteration since the Act of the old rule that an assignment of the legal estate must be by deed, other interests—"matters affecting the proprietorship"—could now be registered under section 23. Section 85 merely forbade the registration of notices of trusts, and could not be so interpreted as largely to destroy the effect of section 23. From sections 87 and 90 it was further clear that documents creating trusts were not to be excluded from registration. Then, turning to the rules, it would be far too narrow a construction to put on rule 65 to say that "assignment" there meant only assignment by deed; and this was clear on looking at rule 68. In pursuance of these enactments the defendant took this letter to be registered. There was nothing wrong in this, as he had an immediate equitable interest in the patents, which could rightly be registered.

BOWEN, L.J., said it was the first time this particular point had come before the court. It had been at first argued that this entry could be expunged as being one of a legal ownership in these patents. It had transpired, however, that there was in fact no entry of such a legal transfer of title, and the question was whether this document was properly registered under section 23 as a matter "affecting the proprietorship." This was such a matter, and could be registered in virtue of section 23 under rule 68.

FRY, L.J., concurred.—COUNSEL, *Morton Daniel* and *W. Mackenzie*; *E. Cutler*, Q.C., and *Bisill*. SOLICITORS, *H. Melville Smith*; *Henry Nansen*.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

SQUIRE v. PARDOE—No. 2, 21st November.

MORTGAGE—COSTS—REDEMPTION ACTION—CLAIM FOR CONSOLIDATION RAISED BY MORTGAGEE—CLAIM ALLOWED IN COURT OF FIRST INSTANCE—CLAIM DISALLOWED ON APPEAL—MORTGAGEE LIABLE FOR COSTS OF ACTION.

This was an appeal by the plaintiff from the decision of *North, J.* The plaintiff was a mortgagee of two properties belonging to the same mortgagor, which were subject to a prior mortgage vested in the defendants *Pardoe*. These defendants were also mortgagees of a third property of the same mortgagor. The plaintiff, before instituting any proceedings, had written to the defendants *Pardoe* offering to pay them off their mortgage on the two first-mentioned properties, but the defendants insisted that they were entitled to consolidate their mortgage on the third property with that on the other two properties, and required the plaintiff to redeem all. The plaintiff thereupon brought an action claiming redemption of the mortgage of the defendants *Pardoe* on the first two properties, and a declaration that the defendants *Pardoe* were not entitled to consolidate. *North, J.*, at the trial held that the defendants *Pardoe* were entitled to consolidate as against the plaintiff, and made a decree for redemption on that footing. The plaintiff appealed.

THE COURT (*LINDLEY*, *BOWEN*, and *FRY, L.JJ.*) now reversed *North, J.*, and held that the defendants *Pardoe* were not entitled to consolidate their mortgages as against the plaintiff, and that the plaintiff was entitled to the ordinary redemption as against mortgagees in possession.

A question then arose as to whether, under these circumstances, the defendant mortgagees ought to pay the plaintiff's costs of the action. It was contended on behalf of the defendant mortgagees that the fact that *North, J.*, had decided the question of consolidation in their favour shewed that the question was an arguable one, and therefore that the defendants had not acted unreasonably in raising it when the plaintiff sought to redeem them; and the cases of *Smith v. Watts* (22 Ch. D. 1) and *Bird v. Wenn* (33 Ch. D., at p. 219) were cited as shewing that it was a well-recognized rule of practice that a mortgagee ought never to be made pay costs unless he miscondacted himself, and therefore that a mortgagee bringing forward a case fairly open to argument ought not to have costs given against him.

THE COURT (*LINDLEY*, *BOWEN*, and *FRY, L.JJ.*) held that the defendants should pay the costs of the action up to and including the trial, as well as the costs of the appeal.

LINDLEY, L.J., said that no doubt the rule was that a mortgagee was *prima facie* entitled to his costs in a redemption suit; but that if a mortgagee refused an offer rightly made to redeem him, and thereby caused litigation, then he must pay the costs of such litigation. In the present case the plaintiff, before taking proceedings, had made a definite offer to pay off the defendants if they would withdraw their claim to consolidation, and the defendants would not accept that offer.

BOWEN and *FRY, L.JJ.*, concurred.—COUNSEL, *Everitt*, Q.C., and *Branswell Davis*; *Cooms-Hardy*, Q.C., and *Chubb*. SOLICITORS, *E. Chester*; *Whitehouse & Etherington*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

LONDON, CHATHAM, AND DOVER RAILWAY CO. v. SOUTH-EASTERN RAILWAY CO.—No. 2, 23rd November.

INTEREST—RAILWAY COMPANIES—JOINT AGREEMENT—AWARD—EXCHANGE OF MONTHLY ACCOUNTS—DEMAND FOR INTEREST—3 & 4 WILL. 4, c. 42, s. 28.

This action was commenced in 1884 for the determination of certain questions in dispute between the above-named companies which arose out of a joint traffic agreement dated September 7, 1863, and which was described as a "pooling" agreement, as modified by an award made in December, 1868, by Mr. James Smithells. The main object of the action

was to obtain a declaration that the Shorncliffe traffic was included in the agreement. In December, 1887, Kekewich, J., before whom the action was tried, gave judgment in favour of the plaintiff company, and directed a reference to an official referee to take an account, as from February 1, 1881, of all sums payable by the defendant company to the plaintiff company under the agreement and award. The agreement provided for the payment into a common fund of the gross receipts arising from the Continental and local traffic of each company, and of the proportion of rates received by each company in respect of through traffic, but it contained no express provision for payment of anything by one company to the other. The agreement being found to be unworkable, the matter was referred to Mr. Smithells, who made his award, which provided that the accounts in respect of the joint traffic agreement should be made up monthly and should be completed within a reasonable period and as early as possible. The award also contained provisions for the rendering of the ordinary and joint agreement accounts, for the exchange of such accounts, and for the payment of not less than 75 per cent. on account of the balance appearing to be due. If the balance-receiving company should not verify and complete their accounts within two months from the date of exchange, payment on account should cease until the balance was completed. The official referee reported that upwards of £30,000 was due from the defendant company to the plaintiff company. This included a large sum for interest, computed at 5 per cent., on the balances due from the defendant company on the exchanged accounts. The account taken by the official referee contained an item of £30,065, which represented the balance due to the plaintiff company in respect of passenger traffic over their line between Dover and London with tickets issued by the defendant company after deducting the amount due to the defendant company in respect of such traffic between London and Dover or Folkestone with the plaintiff company's tickets. The defendant company moved to vary this report, and objected (*inter alia*), first, that the item of £30,065 was not in respect of any matter within the joint agreement or award, and ought to be struck out of the account; secondly, that no interest was chargeable under 3 & 4 Will. 4, c. 42, s. 28, on the balances found due on the exchanged accounts, inasmuch as such balances were not "sums certain payable at a certain time by virtue of a written instrument" within the meaning of the Act; thirdly, that the rate of interest ought to be reduced from 5 per cent. to 4 per cent. Kekewich, J., overruled these objections, and substantially confirmed the report of the official referee. The South-Eastern Co. appealed. On October 31 last the Court of Appeal, before proceeding with the other questions raised by the appeal, decided that the matters to which the item of £30,065 related were not comprised in the agreement and award, and directed that that sum should be struck out of the account. The remaining points were then argued, and the judgment of the court was reserved.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) allowed the appeal so far as it related to the interest in its entirety, and varied the order appealed from in some other respects.

LINDLEY, L.J., said that the judgment for an account was at the root of the plaintiffs' title. Before the Judicature Acts a suit for an account could be maintained in the following cases:—(1) where the plaintiff had a legal right to have money payable to him ascertained and paid, but which right, owing to defective legal machinery, he could not practically enforce at law. (2) Where the plaintiff would have had a legal right to have money ascertained and paid to him by the defendant if the defendant had not wrongfully prevented that right from accruing to the plaintiff. In such a case a court of law could only give unliquidated damages, but a court of equity decreed an account of what would have been payable if the defendant had acted as he ought to have done, and ordered him to pay the amount. *M'Intosh v. Great Western Railway Co.* (2 De G. & S. 758, 2 M. & G. 74) was the leading authority. (3) Where the plaintiff had no legal, but only equitable, rights against the defendant, and where an account was necessary, to give effect to those equitable rights. (4) Combinations of the above cases. As regarded interest, it was settled by *Higgins v. Sargent* (2 B. & C. 348), *Page v. Newman* (9 B. & C. 378), and *Foster v. Weston* (6 Bing. 709) that at common law interest was not payable on ordinary debts, unless by agreement or by mercantile usage; nor could damages be given for non-payment of such debts. The law in this respect was altered by the Act 3 & 4 Will. 4, c. 42, but, except as so altered, the old law remained. But, notwithstanding this rule against interest, an action for damages would lie against a person for breach of an agreement to do something other than pay money, and in estimating those damages interest might be included on money which would have become payable by him if he had not broken his agreement, and thereby prevented the principal falling due (see the cases collected in the note to *Bernal v. Fuller*, 2 Camp. 428). The Court of Chancery followed the law in dealing with legal claims (*Booth v. Leicester*, 3 M. & C. 459, 1 Keen, 247), but it usually decreed interest in cases of purely equitable demands—e.g., against defaulting trustees. In cases falling within the second class above mentioned, whether interest would have been given depended upon whether the money, if it had become payable at law, would at law have borne interest. Interest was given by Stuart, V.C., in *M'Intosh's case* because he thought it would have been payable at law, under 3 & 4 Will. 4, c. 42, if the defendant had not rendered it impossible for the plaintiff to sue him at law. In *Hill v. South Staffordshire Railway Co.* (L. R. 18 Eq. 154, 22 W. R. Dig. 81) Hall, V.C., was of opinion that Stuart, V.C., had made a mistake in thinking that in *M'Intosh's case* interest would have been payable at law, and he gave no interest to the plaintiff. But the principle acted upon by Stuart, V.C., was correct. The principle was that a person was not allowed to derive any advantage from his own wrongdoing, and that, in order to prevent this, a court of equity would treat him as having done that which he ought to have done. In such a case as the present the first thing to ascertain was what would have become

payable under the agreement if the defendant had not wrongfully prevented anything from becoming due. The sum thus ascertained would be treated as a debt in equity, although it was not a debt in law. The next thing to ascertain was whether the sum so found to be payable would have carried interest if it had become payable under the agreement. If the answer was No, then no interest could be given (*Booth v. Leicester*); but if the answer was, that the sum, if ascertained, would have carried interest, then interest ought to be ordered to be paid on that sum. This mode of dealing with such cases resulted from the simple application of ordinary principles of equity. The court simply computed interest on what it treated as an equitable debt bearing interest. Here no sum would become payable, and therefore no interest would run, if the plaintiffs themselves made default in verifying the accounts had they been duly exchanged by the defendants pursuant to Smithells' award. Even if the plaintiffs had verified the exchanged accounts, interest would not have been payable at common law; it could only have been claimed under 3 & 4 Will. 4, c. 42, and unless the verification were followed by such a demand for payment, and notice that interest would be claimed, as that statute required, interest would not have been payable. That was the only conclusion which was consistent with the decision of the Exchequer Chamber in *The Merchant Shipping Co. v. Armitage* (22 W. R. 11, L. R. 9 Q. B. 99). That case could not be reconciled with *Duncombe v. Brighton Club Co.* (23 W. R. 795, L. R. 10 Q. B. 371), but the latter decision was evidently pronounced by Mellor and Lush, JJ., in ignorance of the former decision, and could not be regarded as correct. The Act, as construed by the Exchequer Chamber, required that the contract should ascertain the sum and the time; the certainty of both must appear from the contract. But still, if all the elements of certainty appeared by the contract, and nothing more was required than an arithmetical computation to ascertain the exact sum or the exact time for payment, that would be sufficient. The Lord Justice then examined the facts as regarded verification of the accounts and the demand for interest, and came to the conclusion that the accounts had not been verified by the fault of the plaintiffs themselves, and also that no demand with notice that interest would be claimed had been made as required by the statute. The result, therefore, was that the appeal, so far as it related to interest, must be allowed in its entirety. As regarded the Shorncliffe and Cheriton Arch traffic, which ought to have been brought into account by the defendants, as decided by the House of Lords, the plaintiffs were not entitled to charge the defendants with more than they had received. The defendants might have laid themselves open to an action for damages for having charged too low fares to those places, but that could not be gone into in taking the account directed in this action. The order appealed from must be varied as to the £30,065, as to the interest, and as to the amount to be charged against the defendants in respect of the Shorncliffe and Cheriton Arch traffic, and the report must, if the parties could not agree, be referred back to the official referee for review on the basis of Kekewich, J.'s order as varied by the order of the Court of Appeal. The defendants were to have the costs of the appeal, save in so far as those costs had been increased by their appeal on points on which they had not succeeded. The costs of their appeal on these points must be borne by them, and be set off against those to which they were entitled.

BOWEN, L.J., concurred. The question was whether the default of the defendants had been the cause of the plaintiffs losing the opportunity of obtaining interest. His lordship could not draw that inference upon the facts of the case.

KAY, L.J., also concurred, and said that, upon the whole, he did not think that it would be in accordance with law or justice to give interest upon any part of the claim.—COUNSEL, *Sir E. Clarke, S.G., W. Willis, Q.C., Seaward Brice, Q.C., and C. T. Mitchell; Sir H. Dasey, Q.C., Haldane, Q.C., and Levett, Q.C.* SOLICITORS, *W. R. Stevens; C. & S. Harrison & Co.*

[After some further discussion it was arranged that a sum of £15,000, part of a sum of £25,000, which had been paid by the South-Eastern Co. under the judgment of Kekewich, J., should be repaid at once.]

[Reported by W. A. G. Woods, Barrister-at-Law.]

High Court—Chancery Division.

CUMBERLAND UNION BANKING CO. v. MARYPORT HEMATITE IRON AND STEEL CO.—Chitty, J., 21st November.

PRACTICE—MORTGAGE—SALE—"PROCEEDINGS ALTOGETHER OUT OF COURT"—R. S. C., LI., 1A.

This case came on as a short cause upon agreed minutes of judgment, and the question arose as to the proper form of the order, having regard to the Rules of the Supreme Court, ord. 51, r. 1A. That rule provides that "in all cases where a sale . . . is ordered, the court . . . shall have power . . . to authorize the same to be carried out, either, as at present, by laying proceedings before the judge in chambers for his sanction, or by proceedings altogether out of court, any money produced thereby being paid into court or to trustees or otherwise dealt with as the judge in chambers may order; provided always that the judge shall not authorize the said proceedings altogether out of the court, unless and until he is satisfied, by such evidence as he shall deem sufficient, that all persons interested in the estate to be sold . . . are before the court or are bound by the order for sale, . . . and every order authorizing the said proceedings altogether out of court shall be prefaced by a declaration that the judge is so satisfied, . . . and a statement of the evidence upon which such declaration is made." The plaintiffs were mortgagees and debenture-holders of the defendant company, and they claimed to have their mortgages and debentures enforced by foreclosure

or sale. Two orders had already been made, one on the 2nd of September and the other on the 13th of October, authorizing the sale out of court by public auction or private contract of certain property, part of the subject-matter of the action, and ordering that the reserved biddings and the remuneration of the auctioneer should be settled by the judge, but not containing any declaration of the judge being satisfied that all parties interested were before the court. The minutes of the present order were in a similar form, directing a sale out of court of the property now being dealt with, leaving the reserve price and the auctioneer's remuneration to be fixed by the judge, and containing no declaration as aforesaid.

CHITTY, J., made an order according to the minutes. He thought it was within the jurisdiction of the court to sell fixing the reserve price and the remuneration of the auctioneer, and that, inasmuch as those two matters were to be settled by the judge in chambers, the "proceedings" were not "altogether out of court," so as to require a declaration in the order that the judge was satisfied that all parties interested were before the court or were bound by the order. If he decided otherwise, he should be throwing doubt on the previous orders.—COUNSEL, *Coxens-Hardy, Q.C.*, and *E. Page; J. G. Wood*. SOLICITORS, *Harrison & Powell; Helder & Roberts*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Queen's Bench Division.

Re **MARY ANN NEWMAN**—25th November.

MARRIED WOMAN—CONVEYANCE WITHOUT CONCURRENCE OF HUSBAND—EX PARTE APPLICATION—ACT FOR ABOLITION OF FINES AND RECOVERIES (3 & 4 WILL. 4, c. 74).

This was a motion, *ex parte*, under the Act for the Abolition of Fines and Recoveries on behalf of a married woman for an order to dispense with the concurrence of her husband in a proposed deed of mortgage of freehold property to which the married woman was entitled under the will of her father, who died in the year 1849. The applicant was married in 1854, and two years afterwards her husband deserted her. The applicant came into possession of the property upon the death of the tenant for life in 1868, and had ever since been in receipt of the rents and profits without interference from her husband. He was, however, living at an address which was stated by the applicant in her affidavit. It was suggested by the court that the applicant ought to have given notice of the present motion to the husband; but, it appearing that he had not in any way contributed to the support of his wife since he had deserted her in 1856,

THE COURT (LORD COLERIDGE, C.J., and MATHEW, J.) made the order.—COUNSEL, *A. J. David*. SOLICITOR, *H. Stanley Smith*.

[Reported by T. B. C. DILL, Barrister-at-Law.]

Ex parte **PULBROOK**—19th November.

PRACTICE—APPEAL FROM JUDGE AT CHAMBERS—ORDER GIVING LIBERTY TO COMMENCE CRIMINAL PROSECUTION FOR LIBEL—CRIMINAL CAUSE OR MATTER—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), ss. 47, 50—LAW OF LIBEL AMENDMENT ACT, 1888 (51 & 52 VICT. c. 64), s. 8.

In this case A. Pulbrook had made an application at judge's chambers under section 8 of the Law of Libel Amendment Act, 1888, and had obtained an order from Judge, J., giving him leave to commence a criminal prosecution against C. W. Perryman for certain libels contained in a newspaper. Against that order Perryman now sought to appeal, when the objection was taken that no appeal lay. In support of the objection it was argued that this was a criminal matter, and that by section 47 of the Judicature Act, 1873, "no appeal shall lie from any judgment of the said High Court in any criminal cause or matter." The section under which the order was made was as follows:—"Section three of the forty-fourth and forty-fifth Victoria, chapter sixty, is hereby repealed, and instead thereof be it enacted that no criminal prosecution shall be commenced against any proprietor, publisher, editor, or any person responsible for the publication of a newspaper, for any libel published therein, without the order of a judge at chambers being first had and obtained. Such application shall be made on notice to the person accused, who shall have an opportunity of being heard against such application." Under the earlier Act it was necessary to obtain the fiat of the Public Prosecutor or the Attorney-General, and that was done by an *ex parte* application. One of the objects of the alteration was to give the accused person a hearing, and the practice now was to issue a summons, on the hearing of which the judge had to satisfy himself that a *prima facie* case was made out. This was clearly a step in a criminal proceeding. The section itself spoke of the "person accused." The magistrate could not issue process unless he had before him a judge's order. The cases of *Reg. v. Justices of the Central Criminal Court* (35 W. R. 243, 18 Q. B. D. 314) and *Ex parte Woodhall* (36 W. R. 655, 20 Q. B. D. 832) were cited. It was argued in answer to the objection, that the obtaining of an order under section 8 was a condition precedent to the commencing of a criminal prosecution, and therefore the application for the order itself could not be said to be a criminal proceeding. The case did not come within section 47 of the Judicature Act, but was governed by section 50, which provides for appeals from the judge at chambers to the Divisional Court.

THE COURT (MATHEW and A. L. SMITH, JJ.) held that no appeal lay. The order was made in a criminal matter. This was clear from the decisions of the Court of Appeal in *Ex parte Steel* (25 W. R. 34, 2 Q. B. D. 37), *Ex parte Woodhall*, and *Ex parte Shelford* (39 W. R. 580; 1891, 2 Q. B. 428). Section 50 of the Judicature Act, under which it was sought to bring the appeal, provided for an appeal to a divisional court "according to the course and practice

of the division of the High Court to which the particular cause or matter in which such order is made may be assigned." But it was admitted that before the Judicature Act there was no means of bringing an order made by a judge at chambers in a criminal matter before a court *in banc*.—COUNSEL, *J. P. Grain; Cook, Q.C., Forrest Fulton, and Muir*. SOLICITORS, *Wentner & Sons; Vernon*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

NORTH v. BASSETT—18th November.

CONTRACT—SURVEYOR EMPLOYED BY ARCHITECT—RIGHT OF SURVEYOR TO RECOVER HIS FEES FROM THE BUILDER.

This was an appeal from the judgment of the Assistant-Judge of the Mayor's Court, nonsuiting the plaintiff. The plaintiff was a quantity surveyor, and was employed by an architect to take out certain quantities in respect of a building contract. This action was brought against the defendant, a builder, whose tender had been accepted, to recover the plaintiff's fees, £26 5s. Evidence was given by the plaintiff and another witness that it is the custom for the architect to employ a quantity surveyor, whose fees are added by the builder to his tender, and in the event of the tender being accepted are paid by the builder. The assistant-judge nonsuited the plaintiff, on the ground that there was no privity of contract between the plaintiff and the defendant, and that the alleged custom would not support the plaintiff's claim, the case being, in his opinion, governed by the decision of the Court of Appeal in *Priestley v. Stone* (4 Times Law Reports, 730).

THE COURT (MATHEW and A. L. SMITH, JJ.) held that the nonsuit was wrong.

MATHEW, J., said: I agree with the decision of Field, J., in *Young v. Smith* (not reported, but referred to in Hudson's Building Contracts, p. 784). The course of business and the custom, in cases like this, is for the architect to instruct a quantity surveyor, whose fees are added by the builder to his tender; and if the tender is accepted, then the surveyor's fees are paid out of the first cheque received by the builder. The Court of Appeal, in *Priestley v. Stone*, did not hold this custom to be bad.

A. L. SMITH, J., said: I do not think that the Lords Justices intended their remarks in *Priestley v. Stone* to apply to cases of this kind. Appeal allowed.—COUNSEL, *Hawtin; J. F. P. Rawlinson*. SOLICITORS, *J. R. Pakenman; Langlois & Biden*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re **AN ARBITRATION BETWEEN WILSON & SONS AND THE EASTERN COUNTIES NAVIGATION CO.**—21st November.

ARBITRATION—AGREEMENT AS TO NOMINATOR OF ARBITRATOR—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 5.

This was an appeal from an order of Henn Collins, J., appointing an arbitrator. An agreement was entered into on the 26th of July, 1889, by which Wilson & Sons were to carry out certain works for the improvement of the navigation of the river Lark. Clause 13 of the agreement provided that in the case of any differences arising between the parties relating to the works, they should be referred to William Martineau, or failing him a person to be named by the president of the Institute of Civil Engineers, who should be and remain a standing referee. A reference was held before Martineau, and by his award he directed Wilson & Sons to carry out certain works. In June, 1891, questions arose in connection with this award which it became necessary to refer to arbitration, and as Martineau was temporarily absent in America, the company applied to the president of the Institute of Civil Engineers, who appointed a Mr. Shelford to act in the place of Martineau. Shelford refused to act unless appointed under an order of the court. On the 10th of September, 1891, an order was made by Henn Collins, J., that Shelford, or some other fit and proper person to be nominated by the president of the Institute of Civil Engineers, be appointed arbitrator; the order not to take effect if Martineau returned to England before the 8th of October. From this order Wilson & Sons appealed. Martineau had not returned by the 8th of October, and before this appeal could be heard Shelford held an arbitration, in the absence of Wilson & Sons, who refused to be present.

THE COURT (MATHEW and A. L. SMITH, JJ.) allowed the appeal.

MATHEW, J., said: In this case the court had no jurisdiction to appoint an arbitrator under section 5 of the Arbitration Act, 1889, because the parties had agreed that, in the event of the arbitrator agreed on by them failing to act, the standing referee should be a person to be named by the president of the Institute of Civil Engineers. If Shelford had refused to act, the proper course would have been to ask the president to nominate someone else.

A. L. SMITH, J., concurred. Appeal allowed.—COUNSEL, *Chamwell, Q.C.*, and *Firminger; H. D. Greene, Q.C.*, and *J. D. S. Sim*. SOLICITORS, *Harris, Wilkinson, & Raikes; Lake, Beaumont, & Lake*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

Ex parte **PINFOLD, Re PINFOLD**—Q. B. Div., 19th November.

BANKRUPTCY—APPLICATION TO ADJUDGE DEBTOR BANKRUPT—FAILURE OF CREDITORS TO CONFIRM SCHEME—DISCRETION OF COURT—BANKRUPTCY ACT, 1883, s. 20.

This case raised an important question as to the discretion granted to the court under section 20 of the Bankruptcy Act, 1883, in adjudicating a debtor bankrupt on the failure of the creditors to accept a composition

or scheme of arrangement within the time limited by the Act. Section 20 provides that "where a receiving order is made against a debtor, then, if the creditor at the first meeting, or any adjournment thereof, by ordinary resolution resolve that the debtor be adjudged bankrupt, or pass no resolution, or if the creditors do not meet, or if a composition or scheme is not accepted or approved in pursuance of this Act within fourteen days after the conclusion of the examination of the debtor, or such further time as the court may allow, the court shall adjudge the debtor bankrupt." In the present case a receiving order was made against the debtor in the Coventry County Court on the 10th of July, 1889. On the 12th of December, 1889, the first meeting of creditors was held, but was adjourned from time to time until November, 1890, when the debtor submitted a scheme of arrangement which was then accepted. This scheme subsequently fell through, however, and the public examination of the debtor having closed on the 23rd of March, 1891, an application was made by the official receiver to the county court under section 20 to adjudge the debtor bankrupt. The county court judge made the order asked for, but it was stated that he did so because he was under the impression that by the words of the section it was obligatory on him to make the order, and that the judge himself said that if he had had a discretion in the matter he should have allowed further delay in order to see if some other arrangements could not be made. The debtor now appealed from this order, it being contended on his behalf that the county court judge was wrong in thinking that he had no discretion in the matter, and that, notwithstanding the word "shall" in the section, if there were circumstances which would justify a delay, the court was not bound to make an order of adjudication. In the present case negotiations were in progress which, if carried through, might result in the debtor's property being sold for mining purposes, thereby enabling the creditors to be paid their debts in full, while if there was a bankruptcy they would probably get nothing.

THE COURT (VAUGHAN WILLIAMS and COLLINS, JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, J., said that it had been stated that the judgment of the county court judge meant that the word "shall" as used in section 20 was a word which took away from the county court judge in all cases his discretion, and left him no choice but, upon proof that the creditors had failed to confirm a resolution within section 20, to adjudge the debtor a bankrupt. If that really were the construction which the county court judge put on the section, the court would certainly hesitate long before it came to the conclusion that that was a right construction. But the court did not think that the judgment of the county court judge did necessarily bear that meaning. What the court had to decide was whether the county court judge had any discretion in the circumstances of the case before him. The county court judge was not asked to refrain from adjudicating in the present case on any of those many equitable grounds on which the court had from time to time refused adjudication—grounds which might be well classified and tested by saying that they were similar to those on which, if adjudication had once been made, the court would have entertained an application to annul the adjudication, on the ground that it never ought to have been made. The present was not one of those cases, and the court did not say that in such a case as those referred to the court would not have jurisdiction to refuse to grant adjudication. What was asked in the present case was that the county court would hold its hand and refrain from adjudicating in order that the proceedings might be delayed that the creditors might have a fresh opportunity of considering what course they would like to have taken in the administration and realization of the debtor's estate. If the scheme of the Bankruptcy Act were looked at the intention clearly was that the court, having determined that the case was a proper one for so doing, would make a receiving order against the debtor in order that the creditors might have the statutory opportunity of deciding whether they wished for adjudication to follow. That being so, section 20 prescribed what was that statutory opportunity, and it said that if the creditors did not avail themselves of that statutory opportunity adjudication should follow. The county court judge had no discretion to give the creditors a fresh opportunity beyond that opportunity which was given to them by section 20, and had no discretion to refuse to grant adjudication so as to give the creditors a fresh opportunity of determining the questions as to the administration and realization of the debtor's property. There was no hardship in this on the creditors, because if the adjudication went on and it turned out that the debtor's estate could be realized for the creditors in some advantageous way, the statute afforded the creditors the opportunity of coming forward and getting their wishes carried out by means of a scheme after adjudication.

COLLINS, J., concurred.—COUNSEL, J. D. Crawford; Sir E. Clarke, B.G., and Muir Mackenzie. SOLICITORS, Arnold Williams & Co.; The Solicitor to the Board of Trade.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Ex parte OFFICIAL RECEIVER AND OTHERS, *Re* ARNOLD—Q. B. Div., 19th November.

BANKRUPTCY—JURISDICTION—SALE OF PROPERTY BY TRUSTEE TO CREDITOR—MOTION BY CREDITOR BY TRUSTEE'S NAME TO OBTAIN POSSESSION—BANKRUPTCY ACT, 1883, s. 102.

This case raised a question of jurisdiction. Section 102 of the Bankruptcy Act, 1883, provides that "every court having jurisdiction in bankruptcy under this Act shall have full power to decide all questions of priorities, and all other questions whatsoever, whether of law or fact, which may arise in any case of bankruptcy coming within the cognizance of the court, or which the court may deem it expedient or necessary to decide for the purpose of doing complete justice or making a complete distribution

of property in any such case: Provided that the jurisdiction hereby given shall not be exercised by the county court for the purpose of adjudicating upon any claim, not arising out of the bankruptcy, which might heretofore have been enforced by action in the High Court, unless all parties to the proceeding consent thereto, or the money, money's worth, or right in dispute does not, in the opinion of the judge, exceed in value £200." The debtor was formerly tenant at will of a dairy farm, certain effects on the farm belonging to him. The tenancy was determined, and the farm and effects were taken possession of by the landlord. The debtor subsequently became bankrupt, the official receiver being appointed trustee of the estate, and in June, 1890, he assigned to one William Usher in consideration of £60 all the right and interest of him as trustee to bring, prosecute, or carry on against the debtor's late landlord or any other person, either in bankruptcy or in equity or at law, any action or other proceeding which the trustee might bring to recover or receive the property assigned. In February, 1891, the trustee was released, but a motion was afterwards made in the county court by Usher in the trustee's name claiming the property alleged to have been taken possession of by the landlord. The county court judge declined to exercise his jurisdiction to hear this motion, being of opinion that the applicants were merely third parties, and that the motion was for the benefit of one creditor alone.

THE COURT (VAUGHAN WILLIAMS and COLLINS, JJ.) affirmed the decision of the county court judge.

VAUGHAN WILLIAMS, J., said that the court did not think there was any authority for a general proposition that where a trustee had sold his estate the Court of Bankruptcy ought not to entertain an application in the name of the trustee in bankruptcy, coupled with that of the assignee or purchaser to whom he had sold the estate. The case of *Ex parte Cooper, Re Zucco* (23 W. R. 782, L. R. 10 Ch. App. 510) did not establish any such proposition. There the person who sought to bring the motion in the name of the trustee was not a purchaser under the trustee, but was a creditor seeking to use the name of the trustee primarily for his own purpose, because he claimed a lien on any property recovered. A county court judge in bankruptcy had in each and every case a discretion whether he would or would not exercise the jurisdiction under section 102. *Prima facie* in a case where the matter was relevant to the bankruptcy, and the right of the trustee was higher than that of the bankrupt would be, and no large sum was involved or question of character arose, the county court judge ought to put the jurisdiction in force. But that was only *prima facie*. In each case he must consider whether it was right and proper that the jurisdiction should be exercised, and amongst other things the court must consider whether it was expedient or necessary in order to do complete justice, or to make a complete distribution of property, that the application should be entertained. In the present case the county court judge appeared to have arrived at the conclusion not only that it was doubtful whether generally the jurisdiction should be exercised in favour of a creditor purchasing from the trustee, but also that, in this particular case, it ought not to be exercised. In the latter the court agreed with him. The trustee, although he had ample time to enforce this claim if he had thought anything of it, abstained from doing so, and it seemed to the court as though he thought the claim had very little in it. Then he sold it to Usher, who for some reason was willing to purchase it; but having regard to the nature of the claim and the time which elapsed during which the trustee might have enforced it and did not do so, the court came to the conclusion that this was a case which might very well be left to be enforced by the ordinary tribunals, and was not a case in which the appellants had made out that for the purpose of doing complete justice or making a complete distribution there was any reason why the Court of Bankruptcy should allow its jurisdiction to be put in force.

COLLINS, J., concurred.—COUNSEL, *Glascodine*; Herbert Reed and Carrington. SOLICITORS, Aeron Thomas & Co., Swansea; Darley & Cumberland, for Page & Grierson, Southampton.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Solicitors' Cases.

In the Matter of A SOLICITOR—Q. B. Div., 21st November.

SOLICITOR—PROFESSIONAL MISCONDUCT—SOLICITORS ACT, 1888 (51 & 52 VICT. c. 65).

This case came before the court on the consideration of the report of the committee of the Incorporated Law Society appointed under the Solicitors Act, 1888, to inquire into the conduct of the respondent, a solicitor. The committee reported that the respondent had commenced and prosecuted on behalf of a client an action, based on fraud and supported by forgery and perjury, without making such inquiry and investigation into his client's case as a solicitor should have made; that the respondent had been guilty of professional misconduct; but the committee acquitted him of any actual participation in his client's fraud. The respondent was solicitor for the plaintiff in an action of *V. v. M.*, brought against the widow and executrix of T. M., deceased, to recover £200 alleged to have been advanced by the plaintiff to T. M., on the security of an I O U and the deposit of two deeds of some property at Hammersmith. The defence was that no such advance had been made, that the I O U was a forgery, and that the deeds were stolen. V.'s story was that he met Mr. M., who was a man of considerable wealth, in a train in the year 1887, and that shortly afterwards Mr. M. borrowed £200 from him and had deposited with him for security an I O U for the amount and the title deeds of some property at Hammersmith. The only corroboration of V.'s story which the respondent obtained was a report of his clerk of a conversation with Mr. H. (since deceased), a partner in the firm of the late Mr. M.'s solicitors, in which Mr.

H. stated that in his belief the I O U was genuine, but the respondent had no entry of what passed at the interview between his clerk and Mr. H., and he made no such inquiries into the matter of V.'s remarkable claim as enabled him to test its *prima facie* accuracy or to be satisfied that evidence in support could be obtained. The respondent was aware that V. was alleged to have had dealings with two men named Barnes and Sayers who were convicted at the Central Criminal Court on the 22nd of November, 1889, for stealing deeds from the office of Mr. M.'s solicitors, and that it had been suggested that the two deeds produced by V. were amongst those stolen. The action of *V. v. M.* came on for trial on the 28th of November, 1890. The counsel briefed for the respondent for V. was instructed to withdraw from the case if it became apparent that the defendant would prove the case set up in defence. Before the conclusion of the defendant's case the jury stopped the case and gave a verdict for the defendant. Day, J., before whom the action was tried, sent the papers to the Incorporated Law Society with an intimation of his opinion that the conduct of the solicitor was unsatisfactory and a fit subject for inquiry.

THE COURT (MATHEW and A. L. SMITH, JJ.) made no order.

MATHEW, J., said: The respondent has been exonerated from the charge of personal fraud. The circumstances of the case were such as would have justified him in inquiring very closely into the whole matter, particularly with reference to the theft of the two deeds. I think he has relieved himself of the charge of such professional misconduct as would bring him within the quasi-criminal jurisdiction of this court, but there was ample justification for the Incorporated Law Society to take up the matter, and the respondent will not be allowed costs.—COUNSEL, *Hollams; Winch, Q.C.*, and *Edward Pollock*. SOLICITOR, *Solicitor to the Incorporated Law Society*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

NOV. 21.—EDWARD HENRY JONES (Tottenham-court-road, London).

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The sixty-fourth annual general meeting of this society was held on the 13th inst., the president (Mr. F. ARCHER) in the chair.

The report of the committee and treasurer's accounts were taken as read. It was moved by the president, seconded by the vice-president, and resolved:—"That the report of the committee, together with the treasurer's accounts, be approved and adopted; and that the same, with the president's address, be printed and circulated."

It was moved by Mr. RUTHERFORD, seconded by Mr. OWEN, and resolved:—"That it be a recommendation to the committee to consider a scheme for the establishment of courts of commerce in Liverpool and other commercial centres, such courts to have summary jurisdiction in all commercial matters, and arranged as far as possible so as to secure speed of trial and finality of decision."

It was moved by the president, seconded by Mr. KENION, and resolved:—"That this society desires to record its appreciation of the valuable services rendered to the profession by Mr. W. A. JEVONS in the cause of law reform and legal education."

It was moved by Mr. S. BRIGHOUSE, seconded by Mr. W. PIERCE, and resolved:—"That this meeting is of opinion that solicitors should have a right of audience at county and borough quarter sessions, and that the committee of this society be requested to take the matter into consideration."

There were eleven nominations to fill the vacancies upon the committee, and the following were elected for the term of three years next ensuing:—Messrs. R. J. BRADLEY, R. S. CLEAVER, W. H. FLETCHER, F. GREGORY, G. NORTON, RADCLIFFE SMITH, and A. F. WARR.

It was moved by Mr. W. STONE, seconded by Mr. C. A. M. LIGHTBOUND, and resolved:—"That the thanks of the society be given to the president, officers, and members of the committee, for their services during the past year."

The following are the officers of the society for 1891-92: President, Mr. A. F. WARR; vice-president, Mr. J. W. ALSOP; hon. treasurer, Mr. C. H. MORTON; hon. secretaries, Mr. W. T. ROGERS and Mr. G. NORTON.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 5th November, 1891:—

Ackerley, Henry Gordon
Aird, Francis Barry
Ash, Walter
Atkinson, John Booth
Austwick, Harwood Henry
Barber, James
Barnesley, Harold
Bawtree, Hugh Francis
Beardall, Julius William Edwin
Bennett, Julien Frederick Charles
Betenson, Charles Henry Pollard

Bikker, Andrew Hay
Bird, Francis Barry
Bodvel-Roberts, Arthur John
Bolton, John William
Bond, Ralph Stuart
Booth, Herbert
Boothroyd, Allen
Bosson, Walter Ernest
Bouth, Osmond Norman Delamere
Boxell, Henry Albert
Brennan, Robert John Lewis

Bromfield, John Beadon
Browne, James William
Buchanan, William Ernest Marshall
Burdekin, Harold Pierson
Burnett, Harry Cleather, B.A.
Burroughs, Benjamin Palmer
Butterfield, Sidney Gulielmus
Callear, Thomas
Cartwright, Alfred Leonard
Cawley, Edward, B.A.
Champion, Frederick Cecil Gurney
Chapman, Charles Aubrey
Chorley, Arthur Reginald
Churchill, Francis James
Clarke, Guy Fallows
Clarke, Henry
Cleverton, Frederick Ernest
Clitherow, Richard William
Cohen, Harry Morris
Crawhall, Walter John, B.A.
Criddle, Horace John
Crowle, Percival Hugh Santo
Crump, William Horace Charles
Dale, John Edward
Dalston, Harry Maxwell
Daw, Richard Arthur
Dehn, Herbert Richard
De Jersey, Basil Harvey, B.A.
Derrick, William Tenison
Dobinson, Ernest Croudace
Dodds, John
Dodgson, Edward Hauxwell B.A.
Edwards, Charles
Edwards, Charles Ernest
Edwards, William Harold
Ellis, D'Arcy Brabazon
Ellis, Walter Angus B.A.
Evans, David William
Evans, Horace Lavington B.A.
Fawkes, William
Finch, Ernest Gerard
Fletcher, Ernest
Foster, Ernest Henry
Fowler, Edward George Bennett
Fox, Adam
Francis, William Alfred
Frodsham, James
Gaskell, James Scarisbrick
Gaskell, Walter
Gibbs, Ernest Reginald
Godson, Philip Herbert Tankerville
Graham, Sidney Henry
Grover, Charles Lewis Brockett
Hampson, Denis Christian
Hammer, Thomas Anthony
Hart, Walter Gray
Harvey, Arthur Thomas
Hiley, George Lewis B.A.
Hopper, Alfred Ernest
Horrox, William Arthur
Hughes, George Harold B.A.
Hunt, Francis John
Hutchinson, Herbert
Hyde, Harold
Inglis, John Campbell
Inman, Arthur
Innes, Charles Ernest
James, William Edward, B.A.
Jessett, Sydney
Jones, Charles James
Jones, Frederic Harry
Joseph, Hyam
Kendall, Spencer Bernard
Kirk, Walter Glover
Knox, Charles Douglas

Lambert, Joseph Patrick
Lavy, Frederick
Legg, Arthur Stuart
Levi, Lewis Joseph
Leviensky, William Telfer
Lewis, John Arthur
Looker, Herbert William
Lyell, James Patrick Ronaldson
Marchant, William Edward Boutland
Marriner, John Sumner, B.A.
Meade, Richard Warren
Miles, Augustus Frederick
Miller, Ernest Bruce
Miller, Arthur
Miller, Brian Stothart
Nichols, George Thomas
Nowell, Thomas Baron
Oldershaw, Stewart Watson, B.A.
Padwick, Arthur
Pannell, William Charles
Parker, Wilfrid Watson
Parkin, Ernest Lanfranc
Parry, Samuel Pryce, B.A.
Peard, Henry Terrell
Peele, Reginald
Pennell, Charles Lewin
Percy, George Montagu
Perkins, Ernest Wrigley
Pidsley, William Elias Helman
Prest, Thomas Arthur, B.A.
Price, Rhys Williams
Pridmore, Malcolm Kenneth
Pritchard, Frank Shallis
Randolph, George Boscawen
Rendall, Athelstan
Rhodes, William Frederick Wilkinson
Robb, Edward Elvy
Roberts, Arthur Rhys
Rodgers, Thomas Edgar
Russel, Archibald
Sanders, Francis Hervey, B.A., LL.B.
Sanders, Gerard Stanley
Shaw, James
Silvester, William Turgooose
Simpson, James John
Sitwell, William Sacheverel
Skingley, Henry Percy Chevalier
Smith, William
Staffurth, Ernest Hugh
Street, Frederick James
Stunt, William
Sutton, William
Tapson, Alexander Malcolm
Tate, John Leckenby
Thomas, Benjamin David
Thomas, Walter Frederick
Topping, Thomas Edward
Turnbull, George
Unsworth, John William
Vipond, Richard Roland
Wadsworth, Frederic Arthur
Walmesley, Percival Brandon
Walton, John Bailey, B.A.
Watson, Charles Sydney
Watts, Edmond
Wheldon, John David
Wild, James Herbert
Williams, Arthur Theodore, B.A.
Williams, William Augustus
Withers, Thomas
Woodcock, Herbert
Woodhouse, Rowland Berkeley
Wright, William
Wright, William Aden
Yeo, William John

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 3rd and 4th of November, 1891:—

Addleshaw, Harold Pope
Addleshaw, John William Heywood
Allen, Frank Cobbett
Allistone, Alfred
Aulton, Edgar Stanley
Badger, James Walton
Badham, Norman
Bartleet, Arthur Middlemore, B.A.
Barton, John William
Bateman, John
Beardall, Lennox John

Béchervaise, Edgar John
Beddoe, William Harry
Bell, Cecil Walker
Birch, William Henry
Bradley, Warwick Vernon
Bray, Harry
Britcliffe, Albert Edward
Brodhurst, Maynard Sandys, B.A.
Broughton, James Arthur
Browne, Lawrence William
Browning, Lionel Harold, B.A.

Brownjohn, John George Maxwell
Burchell, Tufnell
Butler, Wilson, B.A.
Campbell, Robert
Charrington, Francis, B.A.
Chilman, John William
Clarke, Reginald Jaeger
Cockburn, John Henry
Colmer, Albert Ernest
Cook, Arthur Courtenay
Cooke, William Joel
Cotton, Arthur Fernandes
Crookes, Philip Francis
Dawes, Edward William
Dawes, James Arthur, B.A.
Denison, John Joseph
Doughty, Henry Etherington
Douglas, John David
Dowling, Henry Barré, B.A.
Dowse, Edmonde Henry Augustine
Kenrick
Dunn, William, M.A., LL.B.
Eldridge, Thomas Reader
Ellis, Claude Bertram
Evans, Edward
Evans, Ivor Stanley
Evans, John Boucher
Evans, John William
Fache, Edward Charles
Farman, Edgar
Fawcett, Harry Meymoth
Fisher, Edward Lamley
Franklin, Abraham Henry, B.A.
Frere, Laurie, B.A.
Gardiner, Archibald
Garratt, John Whitmore
Gibbons, Thomas Clarke Pilling
Gidley, John, B.A.
Gordon, William Henry, B.A.
Gossage, Ralph Howard
Griffith, George Marshall, B.A.
Grylls, Reginald Michael
Hall, Alexander John
Harvey, Charles Edward
Heeley, Tom
Hill, John George
Hodgson, Arthur Edwards
Hollings, Arthur Frederick Alexander
Holmes, Charles Walker
Hopgood, Harold Burn, B.A.
Hunt, Charles
Hurst, John Gibbard
Hutchinson, James Gwynne, B.A.
Jarratt, John Ernest
Johnson, Charles Villiers
Johnson, Joseph
Jones, Francis Thomas, B.A.
Kemp, Claude
Kendall, William Clarke, B.A.
Kensole, William
Kingdon, John Abraham
Kirby, Cyril Herbert
Koe, Alfred Pemberton, B.A.
Lawson, Frank Edward
Laycock, Frederick Uttley
Leeming, Richard Edwin
Legat, Francis William
Light, Edward
Lloyd, Frederick Charles
Luard, Gerard Maurice Charles, B.A.
Macle, James
Macpherson, Arthur Holte, B.A.

Marsden, George Herbert
Marshall, William
May, Frank Morley
Meakin, Harry Rowland
Megson, Fred
Millington, Herbert Ashlin
Moore, Arthur William Dodwell
Morgan, Ivor Rhys
Munton, Ernest William
Murton, Charles Duncan, B.A.
Musgrave, John Henry
Nelson, Cyril
Nicholson, Edwin John
Nowell, Gilbert Henry
Oliver, Charles Frederick
Orme, William Thomas Mansfield
Parham, Thomas Nevil Maskelyne
Parker, Frederick Stanley
Paul, Dudley Moore
Peed, John, B.A.
Pickle, Ernest
Poppleton, George
Potts, George, B.A.
Powell, Wilfred
Prior, Edward Arthur
Ransom, Edward
Read, Alfred
Rees, David George
Richardson, Arthur, B.A.
Risque, John Alfred
Roberts, William Pierce
Roche, Maurice
Sanderson, Rupert Bernard
Scott, John Parker
Seacombe, Robert Owen
Sills, Edward
Simpson, Cecil, B.A.
Slade, George, B.A.
Smith, Douglas Robert Crawford
Snook, Walter Percy
Stevenson, Francis Raymond
Stiff, Horace William
Street, Arthur
Stroud, Lewis, M.A.
Sturges, Walter Henry
Sturt, Ernest
Symonds, William Frederick John
Teather, William Lindsey
Thistlethwaite, John Barlow, B.A.
Timms, Alfred Henry
Toller, Frederic Hugh
Toogood, Reginald Curtis
Turnour, Edward Adolphus
Twist, Cecil Frederick
Vallence, William Charles
Wallis, Walter Freeman
Walmsley, Francis Joseph
Warner, Harry Ernest
Watts, William Harry
Wangh, Joseph
White, Arthur Hastings
White, Benjamin Carr
Whittaker, James Edmund
Wilkinson, Sidney James
Williams, Leslie John
Winter, Walter Gurney
Wood, James Arthur
Woodcock, Samuel
Wright, Herbert Edwin, B.A.,
LL.B.
Young, Walter Plomer

Mr. JOHN EDWARD HUMPHREYS, solicitor, Llanrwst, has been appointed a Commissioner for Oaths. Mr. Humphreys was admitted in May, 1883.

Mr. MARTIN BENSON LAWFOOD (of the firm of Longueville & Co.), solicitor, Oswestry, has been appointed a Commissioner for Oaths. Mr. Lawford was admitted in April, 1878.

Mr. JOHN MONTAGU GEORGE AINE LUFF, M.A. Cantab., Wimborne Minster, has been appointed a Commissioner for Oaths. Mr. Luff was admitted in July, 1887.

Mr. THOMAS LEATHES JOHNSTON, solicitor, Walkden, near Manchester, has been appointed a Commissioner for Oaths. Mr. Johnston was admitted a solicitor in April, 1878.

Mr. ALFRED COCK, Q.C., and Mr. RUSSELL ROBERTS have been elected Benchers of the Middle Temple.

GENERAL.

The *Daily News* says it is only perhaps by following the dicta of judges in the reports of proceedings in our law courts that we can obtain an adequate notion of the extraordinary range of an Englishman's privileges. In a case before Mr. Justice Lawrence, at Manchester, that learned judge observed that although "to call a man a thief is slander, to call a man a d—d thief is not." The latter is, he remarked, "abuse merely," and of mere abuse, however vulgar and reprehensible, the law of libel and slander takes no account.

A correspondent of the *Albany Law Journal* sends the following excerpt: "The widow was entitled to one cow, and a bed, bedstead and bedding for the same." 2 Barb. 79." This is, says that journal, certainly the greatest stretch of humanity to animals that has ever come to our notice. But the inquiry naturally arises, why this distinction between widow's cows and the cows of married women, and of men, married and unmarried? Will it not encourage cows to reduce the population of the State to widows by judicious hooking, if they shall become advised of it?

A conference of Northern Chambers of Commerce was held in Manchester on the 19th inst. to consider the Companies Acts Amendment Bill. Sir William Houldsworth briefly explained the objects of the Bill—(1) To impose such safeguards on the formation of limited companies as will be a guarantee that these undertakings are genuine and properly organized before they are permitted to acquire a legal status; (2) to require the periodical issue of such information as will enable shareholders to satisfy themselves from time to time as to the financial position and prospects of the company in which they are interested with regard to guaranteeing the genuineness of a company. They were not going to ask the Legislature to take care of people: they thought people ought to take care of themselves. The mode in which they thought the genuineness of a company could be to some extent guaranteed and shareholders reasonably protected was by an amendment of the Companies Acts insuring a greater amount of publicity than at present existed. They would find that the principle underlying all the clauses of the proposed Bill was to give greater publicity to the operations of those who started a company, in order that, in the first instance, the people who intended to become shareholders might ascertain more conveniently and fully all about the proposed company, and afterwards ascertain more completely the position of the undertaking in which they were shareholders. A discussion ensued, and the conference was adjourned for a week.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON APPEAL COURT		Mr. Justice CHITTY.		Mr. Justice NORTH.	
	No. 1.	No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Nov.	30	Mr. Farmer	Mr. Ward	Mr. Beal	Mr. Beal	Mr. Beal
Tuesday, Dec.	1	Rolt	Pemberton	Pugh	Pugh	Pugh
Wednesday	2	Farmer	Ward	Beal	Beal	Beal
Thursday	3	Rolt	Pemberton	Pugh	Pugh	Pugh
Friday	4	Farmer	Ward	Beal	Beal	Beal
Saturday	5	Rolt	Pemberton	Pugh	Pugh	Pugh
Monday, Nov.	30	Mr. Justice STIRLING.	Mr. Justice KEERWICH.	Mr. Justice NORTH.	Mr. Justice NORTH.	Mr. Justice NORTH.
Tuesday, Dec.	1	Mr. Leach	Mr. Jackson	Mr. Carrington	Mr. Carrington	Mr. Carrington
Wednesday	2	Godfrey	Cloves	Lavis	Lavis	Lavis
Thursday	3	Godfrey	Cloves	Lavis	Lavis	Lavis
Friday	4	Godfrey	Cloves	Lavis	Lavis	Lavis
Saturday	5	Godfrey	Cloves	Lavis	Lavis	Lavis

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1878), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALPHA AIR HORSE COLLAR AND SADDLERY CO., LIMITED.—By an order made by Jeune, J., dated Oct 15, Mr. Henry Newson-Smith, 37, Walbrook, has been appointed liquidator. Colyer, Wyck st, Strand, solicitor for liquidator.

"HARBOROUGH" STEAMSHIP CO., LIMITED.—Creditors are required, on or before Dec 29, to send their names and addresses, and the particulars of their debts or claims, to John Viret Goech and John Mead, care of Weatherley & Co, St Dunstan's bldgs, St Dunstan's hill. Flux & Co, Leadenhall st, solicitors for liquidators.

SOUTH AFRICAN AND AUSTRALASIAN MINING INVESTMENT SYNDICATE, LIMITED.—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to Arthur Cooper, 14, George st, Mansion House.

SURREY AND MIDDLESEX ADVANCE AND INVESTMENT ASSOCIATION, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY YATES BARKER (of the firm of Carrington & Barker), solicitor, Chester, has been appointed a Commissioner for Oaths. Mr. Barker was admitted in August, 1884.

Mr. OSWALD HENRY COCHRANE, M.A. Oxon. (of the firm of Belk & Cochrane), solicitor, Middlesborough, has been appointed a Commissioner for Oaths. Mr. Cochrane was admitted in July, 1884.

Mr. EVAN COLEMAN DAVIES (of the firm of Hobbs, Davies, & Mawer), solicitor, Wells, Somerset, has been appointed a Commissioner for Oaths. Mr. Davies was admitted in February, 1885.

Mr. SAMUEL LUCAS HUNT, solicitor, Great Yarmouth, has been appointed a Commissioner for Oaths. Mr. Hunt was admitted in November, 1878.

Mr. ALEXANDER NATHANIEL YALMAN HOWELL, solicitor, Portsmouth and Southsea, has been appointed a Commissioner for Oaths. Mr. Howell was admitted in November, 1884.

their debts and claims, to Hercules Nicol, 21, Finsbury pavement. Price, John st, Bedford row, solicitor for liquidator
WHALEY BRIDGE PRINTING CO., LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Sam Moley, 45, Spring gins, Manchester. Grundy & Co, Manchester, solicitors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, White Hart, Ripley, Surrey. Nov 17
MOREWOOD FEMALE FRIENDLY SOCIETY, Cross Keys Inn, Swanwick, Derby. Nov 16

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CHART & CO., LIMITED—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to William V. H. Cobbett, 30, John st, Adelphi

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 20.

RECEIVING ORDERS.

BELL, ROBERT, St James st High Court Pet Aug 18 Ord Nov 17
BLACK, JOHN EDWARD, and MATTHEW GALLON, Newcastle on Tyne, Aerated Water Manufacturers Newcastle on Tyne Pet Nov 16 Ord Nov 16
BURGESS, CHARLES, Cardiff, Fruiterer Cardiff Pet Nov 14 Ord Nov 14
BURGOLAVE, GEORGE SMITH, late of Wood Green High Court Pet Oct 21 Ord Nov 16
CARVORTH, JOHN, Redruth, Cornwall, Travelling Draper Truro Pet Nov 14 Ord Nov 14
CLEMENTS, RICHARD, Park st, Dorset sq, Baker High Court Pet Nov 18 Ord Nov 18
CLUTTERBUCK, JAMES CASPAR, Bristol, Doctor of Divinity High Court Pet Nov 2 Ord Nov 16
COPPLESTONE, JOHN BARTLETT, Lewisham, Kent, Pianoforte Dealer Buxton Pet Nov 16 Ord Nov 16
CROSBY, ELI, Anfield, Liverpool, Schoolmaster Liverpool Pet Nov 18 Ord Nov 18
DAVIES, DAVID TREVOR, Carmarthen, Grocer Carmarthen Pet Nov 16 Ord Nov 16
DAVIES, HENRY, Woodside, Surrey, Commercial Traveller Croydon Pet Nov 18 Ord Nov 16
DENNY, Sir ROBERT ARTHUR, Southsea, Baronet Portsmouth Pet Oct 31 Ord Nov 16
DEVILING, HENRY, Tramere, Birkenhead, Grocer Birkenhead Pet Nov 18 Ord Nov 16
DUCKWORTH, JOSEPH, Clayton le Moors, Lancs, Draper Blackburn Pet Nov 17 Ord Nov 17
DUTOIT, HENRY CAUSE, Brill, Bucks, Clerk in Holy Orders Aylesbury Pet Nov 17 Ord Nov 17
FORD, ELI, Gillingham, Dorset, Harness Maker Salisbury Pet Nov 16 Ord Nov 16
GREENWOOD, CHARLES ROBERT, Bradford, Travelling Draper Bradford Pet Nov 18 Ord Nov 18
HARTLEY, FRANCIS, Kingswear, Devon, Licensed Victualler East Stonehouse Pet Oct 31 Ord Nov 16
HAYLOCK, HENRY BOWYER, late of Neatishead, Norfolk, Licensed Victualler Norwich Pet Nov 18 Ord Nov 18
HAYTER, FLORA HELEN, Woburn place, Widow High Court Pet Nov 18 Ord Nov 18
JAMES, THOMAS, Brocon, Grocer Merthyr Tydfil Pet Nov 18 Ord Nov 18
LEDGARD, WILLIAM HENRY, Bradford, Photographer Bradford Pet Nov 16 Ord Nov 16
LUCAS, WILLIAM FRANK, Quidhampton, Fugglestone St Peter, Wilts, Cab Proprietor Salisbury Pet Nov 17 Ord Nov 17
MACKAY, FREDERICK NOEL, Mark lane, Civil Engineer High Court Pet Oct 30 Ord Nov 18
MARSHALL, CLARA MARY, Leamington, Widow Madeley, Salop Pet Nov 5 Ord Nov 16
MATT, JONATHAN, Ipswich, Cooper Ipswich Pet Nov 13 Ord Nov 13
MORRIS, WILLIAM, Britannia, Porth, Glam, Grocer Pontypridd Pet Nov 17 Ord Nov 17
NORRIS, JAMES, late of Norwich, Boot Dealer Norwich Pet Nov 5 Ord Nov 16
FRANCE, PAUL, and WILLIAM EDWARD JACKSON, Wolverhampton, Iron Plate Workers Wolverhampton Pet Nov 17 Ord Nov 17
FRITCHARD, ROBERT, Tywyn, Eglwysbach, Carmarvonshire, Joiner Bangor Pet Nov 17 Ord Nov 17
RAB, JANE DONALDSON REID, Kellett rd, Brixton, Spinster High Court Pet Nov 11 Ord Nov 16
RAWESLEY, HERBERT, and WILLIAM ROTHERY, Carlinghow, Batley, Yorks, Dyers Dewsbury Pet Nov 17 Ord Nov 17
SHIM, ALFRED, Chorley, Publican Bolton Pet Nov 16 Ord Nov 16
SKETT, JOSEPH, and THOMAS SKETT, Shrewsbury, Tailors Shrewsbury Pet Nov 10 Ord Nov 16
SLOMAN, JOHN, Stogumber, Somerset, Brewer Taunton Pet Nov 16 Ord Nov 16
WEATHER, WILLIAM, Scarborough, Fruiterer Scarborough Pet Nov 17 Ord Nov 17
WOOD, RICHARD, Coningsby, Lincs, Farmer Lincoln Pet Nov 16 Ord Nov 16

The following amended notice is substituted for that published in the London Gazette, Nov. 13.

GRAYSON, FREDERICK, Sheffield, Electro Plate Manufacturer Sheffield Pet Nov 11 Ord Nov 11

FIRST MEETINGS.

BLANCHARD, JOHN GEORGE, Coventry, Baker Nov 27 at 4 Off Rec, 17, Hertford st, Coventry
BRADY, THOMAS EDWARD, St Ann's court, Wardour st, Printer Dec 4 at 1 33, Carey st, Lincoln's inn
BUCKNELL, AUGUSTUS LEE, Evesham, Worcs, Dairyman Dec 4 at 11 33, Carey st, Lincoln's inn
BURGOLAVE, GEORGE SMITH, late of Wood Green Dec 8 at 12 33, Carey st, Lincoln's inn
CLUTTERBUCK, JAMES CASPAR, Bristol, Doctor of Divinity Dec 8 at 2.30 Bankruptcy bldg, Portugal st, Lincoln's inn fields

DAVIES, EDWARD, Mardy, Glam, Butcher Dec 1 at 12 Off Rec, Merthyr Tydfil
DEACON, JAMES, Reading, Builder Nov 27 at 12 Queen's Hotel, Reading
DEVILING, HENRY, Tramere, Birkenhead, Grocer Dec 2 at 2.30 Off Rec, 35, Victoria st, Liverpool
DOWNS, WILLIAM FRASIER, Archway rd, Highgate, Grocer Dec 2 at 12 Bankruptcy bldg, Portugal st, Lincoln's inn fields
EDWARDS, MARTIN, late of Pontypool, Mon Dec 1 at 11 33, Carey st, Lincoln's inn
EVANS, EVAN DAVIES, Rhyl, Clothier Nov 27 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
FLEMING, HENRY, Greenodd, Ulverston, Lancs, Joiner Nov 30 at 3.30 16, Cornwallis st, Barrow in Furness
FORD, ELI, Gillingham, Dorset, Harness Maker Nov 30 at 12.30 Off Rec, Salisbury
GAYFORD, ARTHUR BEDLEY, Woodbridge, Suffolk, Maltster Nov 27 at 2.45 Bull Hotel, Woodbridge, Suffolk
GRAYSON, FREDERICK, jun, Low Spennymoor, Durham, Furniture Dealer Nov 27 at 4.30 Three Tuns Hotel, Durham
HARCOURT, J. H., late Malvern rd, Shirland rd, Paddington, Draper Dec 2 at 1 33, Carey st, Lincoln's inn
JONES, RICHARD, and MARTHA JONES, Newtown, Montgomery, Bakers Nov 27 at 1 Off Rec, Llandiloes
LEDGARD, WILLIAM HENRY, Bradford, Photographer Nov 30 at 11 Off Rec, 31, Manor row, Bradford
LOOMMOORE, JOSEPH, Carmarthen, Hay Merchant Dec 5 at 11 Off Rec, 11, Quay st, Carmarthen
LUCAS, WILLIAM FRANK, Quidhampton, Fugglestone St Peter, Wilts, Cab Proprietor Nov 30 at 3 Off Rec, Salisbury
MARSHALL, CLARA MARY, Leamington, late Innkeeper Dec 2 at 12 County Court Office, Madeley
MEAD, BENJAMIN, Aylesbury, Coach Builder Nov 27 at 4 1, St Aldate's, Oxford
MORGAN, MORGAN, Myddfa, Carmarthenshire, Tailor Dec 5 at 2.30 Off Rec, 11, Quay st, Carmarthen
MORRIS, DANIEL LLOYD, Carnarvon, Outfitter Nov 30 at 1 Royal Hotel, Carnarvon
NORRIS, JAMES, late of Norwich, Boot Dealer Nov 23 at 12 Off Rec, 8, King st, Norwich
PEACOCK, JOHN BELL, Nelson, Lancs, Hairdresser Dec 3 at 1 Exchange Hotel, Nicholas st, Burnley
PINKER, JOHN, Havant, Builder Dec 1 at 12.30 145, Cheapside
POCKETT, THOMAS, Castleford, Yorks, Grocer Nov 27 at 11 Off Rec, Bond terrace, Wakefield
POLAK, JAMES, Dartmouth pk rd, Highgate rd, Picture Dealer Dec 3 at 12 33, Carey st, Lincoln's inn
PRIOR, JOHN, Ridgwell, Essex, Licensed Victualler Dec 1 at 12 Off Rec, 5, Petty Cury, Cambridge
BAYNER, EDWARD, Poultry Dec 3 at 1 33, Carey st, Lincoln's inn
ROBINSON, ALFRED CHARLES, Ancoats, Manchester, Cabinet Maker Nov 30 at 3 Ogden's chmbrs, Bridge st, Manchester
SHELMERDINE, WILLIAM, South Redditch, Lancs, Brewer's Traveller Dec 3 at 12 Off Rec, County chmbrs, Market place, Stockport
SIMM, ALFRED, Chorley, Publican Nov 30 at 10 16, Wood st, Bolton
SKETT, JOSEPH, and THOMAS SKETT, Shrewsbury, Tailors Nov 27 at 2 Off Rec, Talbot chmbrs, Shrewsbury
SLOMAN, JOHN, Stogumber, Somerset, Brewer Nov 23 at 11 Off Rec, 56, Hammet st, Taunton
STACY, CHARLES PERCY, Antill rd, Tottenham, Commercial Clerk Dec 4 at 12 33, Carey st, Lincoln's inn
STUART, DONALD, late Park village West Dec 4 at 2.30 33, Carey st, Lincoln's inn
SUMNER, WILLIAM, Stockport, Journeyman Hatter Dec 1 at 11.30 Off Rec, County chmbrs, Market place, Stockport
WOODHEAD, ABRAHAM, Nelson, Lancs, Manufacturer Dec 3 at 1.30 Exchange Hotel, Nicholas st, Burnley
WRIGHT, LOUIS BOGERT, Spring gins, Charing Cross Dec 3 at 11 33, Carey st, Lincoln's inn

ADJUDICATIONS.

BLACK, JOHN EDWARD, and MATTHEW GALLON, Newcastle on Tyne, Aerated Water Manufacturers Newcastle on Tyne Pet Nov 16 Ord Nov 16
BREEN, JAMES, Manchester, General Agent Manchester Pet Sept 29 Ord Nov 15
BRITTEN, CHARLES, Earls Barton, Northamptonshire, Carpenter Northampton Pet Oct 28 Ord Nov 16
BURGESS, CHARLES, Cardiff, Fruiterer Cardiff Pet Nov 14 Ord Nov 14
CARTER, GEORGE, Bristol, Painter Bristol Pet Nov 13 Ord Nov 17
CARVORTH, JOHN, Redruth, Cornwall, Travelling Draper Truro Pet Nov 14 Ord Nov 18
CLEMENTS, RICHARD, Park st, Dorset sq, Baker High Court Pet Nov 18 Ord Nov 18
CROSBY, ELI, Anfield, Liverpool, Schoolmaster Liverpool Pet Nov 18 Ord Nov 18
DAVIES, DAVID TREVOR, Carmarthen, Grocer Carmarthen Pet Nov 16 Ord Nov 16
DEVILING, HENRY, Tramere, Birkenhead, Grocer Birkenhead Pet Nov 16 Ord Nov 16

DUNKLEY'S PATENT WHEEL AND TYRE CO., LIMITED—By an order made by Chitty, J., dated Nov 7, it was ordered that the voluntary winding up of the company be continued. Feraday, Old Broad st, agent for Beece & Co, Birmingham, solicitors for petitioner
HODKINSON, MAUDSLEY, & CO., LIMITED—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Thomas Waterworth, 68, Victoria st, Blackburn

KERRHAW & POLK, LIMITED—Petn for winding up, presented Nov 21, directed to be heard before North, J., on Dec 5. Swansea, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4

NATIONAL EXHIBITIONS ASSOCIATION, LIMITED—By an order made by Kekewich, J., dated Nov 16, it was ordered that the voluntary winding up of the association be continued. Trehearne, solicitor for voluntary liquidator of the company

YURIARI CO., LIMITED—Petn for winding up, presented Nov 23, directed to be heard on Saturday, Dec 6. Vernon & Co, Coleman st, solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 4

DUCKWORTH, JOSEPH, Clayton le Moors, Lancs, Draper Blackburn Pet Nov 14 Ord Nov 17
EDWARDS, MARTIN, late of Pontypool, Mon High Court Pet Oct 14 Ord Nov 16
FORD, ELI, Gillingham, Dorset, Harness Maker Salisbury Pet Nov 10 Ord Nov 16
GRAY, JOHN, Charlotte st, Blackfriars rd, Brush Manufacturer High Court Ord Nov 17
GREENWOOD, CHARLES ROBERT, Bradford, Travelling Draper Bradford Pet Nov 18 Ord Nov 18
HANKS, WILLIAM, Bournemouth, Coachbuilder Poole Pet Nov 12 Ord Nov 16
HARCOURT, J. H., late Malvern rd, Shirland rd, Paddington, Draper High Court Pet Nov 3 Ord Nov 17
HAYLOCK, HENRY BOWYER, late of Neatishead, Norfolk, Licensed Victualler Norwich Pet Nov 18 Ord Nov 18
HILL, DELIA, Lewes, Baker Lewes Pet Nov 5 Ord Nov 14
HOLNESS, HENRY THOMAS, the younger, Calcott, Kent, Farm Manager Canterbury Pet Oct 30 Ord Nov 13
JAMES, THOMAS, Brocon, Grocer Merthyr Tydfil Pet Nov 16 Ord Nov 16
JOHNSON, R., Kennington Park rd High Court Pet Sept 28 Ord Nov 17
JONES, RICHARD, and MARTHA JONES, Newtown, Montgomery, Bakers Newtown Pet Nov 13 Ord Nov 17
KEENE, WILLIAM, late Southampton st, Strand, Auctioneer High Court Pet Sept 28 Ord Nov 16
LEDGARD, WILLIAM HENRY, Bradford, Photographer Bradford Pet Nov 16 Ord Nov 16
LUCAS, WILLIAM FRANK, Quidhampton, Fugglestone St Peter, Wilts, Cab Proprietor Salisbury Pet Nov 17 Ord Nov 17
MATT, JONATHAN, Ipswich, Cooper Ipswich Pet Nov 13 Ord Nov 13
MEAD, BENJAMIN, Aylesbury, Coachbuilder Aylesbury Pet Nov 6 Ord Nov 17
MORRIS, WILLIAM, Britannia, Porth, Glam, Grocer Pontypridd Pet Nov 17 Ord Nov 17
NETHESOLE, JOHN, Eastry, nr Dover, Farmer Canterbury Pet Oct 12 Ord Nov 18
NORRIS, JAMES, late of Norwich, Boot Dealer Norwich Pet Nov 5 Ord Nov 17
PEACOCK, JOHN BELL, Nelson, Lancs, Hairdresser Burnley Pet Oct 7 Ord Nov 18
FRITCHARD, ROBERT, Tywyn, Eglwysbach, Carmarvonshire, Joiner Bangor Pet Nov 17 Ord Nov 17
ROBINSON, ALFRED CHARLES, Ancoats, Manchester, Cabinet Maker Manchester Pet Oct 30 Ord Nov 16
SANDERS, JONATHAN JOHN, GEORGE WOOLLEY SANDERS, and EARLARD WIGHAM SANDERS, Stockton on Tees, Provision Merchants Stockton on Tees Pet Nov 9 Ord Nov 16
SCOTT, EGERTON P., Cecil st, Strand, Journalist High Court Pet Oct 13 Ord Nov 17
SIMM, ALFRED, Chorley, Publican Bolton Pet Nov 16 Ord Nov 16
SKETT, JOSEPH, and THOMAS SKETT, Shrewsbury, Tailors Shrewsbury Pet Nov 10 Ord Nov 16
SLOMAN, JOHN, Stogumber, Somerset, Brewer Taunton Pet Nov 16 Ord Nov 16
STUART, RICHARD SHAW, late of Choriton upon Medlock, Manchester, Packing Case Maker Manchester Pet Oct 7 Ord Nov 18
UNSWORTH, JOHN, Earlestown, Lancs, Builder Warrington Pet Oct 15 Ord Nov 14
WEATHER, WILLIAM, Scarborough, Fruiterer Scarborough Pet Nov 16 Ord Nov 17
WOOD, RICHARD, Coningsby, Lincs, Farmer Lincoln Pet Nov 14 Ord Nov 16
WOODHEAD, ABRAHAM, Nelson, Lancs, Manufacturer Burnley Pet Oct 19 Ord Nov 18

London Gazette.—TUESDAY, NOV. 24.

RECEIVING ORDERS.

ALLISON, WILLIAM, Fleet st, Journalist High Court Pet Aug 11 Ord Sept 14
BATTY, MARIANNE, and RICHARD BATTY, Tollerton, Yorks, Farmers York Pet Nov 19 Ord Nov 19
BRESELY, WILLIAM HENRY, Blackburn, Warper Blackburn Pet Nov 7 Ord Nov 20
BRECHAM, WILLIAM ISAAC, Rayleigh, Essex, Surveyor Chelmsford Pet Nov 25 Ord Nov 18
BIRD, WILLIAM, Birmingham, formerly Grocer Birmingham Pet Nov 30 Ord Nov 30
BRACHER, THOMAS, Upper Caterham, Surrey, Grocer Croydon Pet Nov 18 Ord Nov 18
BROOKS, ALBERT, Mottingham, Kent, Draper High Court Pet Nov 10 Ord Nov 19
BURGESS, SAMUEL, Antrobus, Cheshire, Farm Bailiff Nantwich and Crewe Pet Nov 20 Ord Nov 20
BYRNE, DANIEL FREDERICK, Headingley, Leeds, Linen Manufacturer's Agent Leeds Pet Nov 18 Ord Nov 18
BYRNE, JOHN, Bognor, Sussex, Tailor Brighton Pet Nov 17 Ord Nov 19
CARTER, LOUIS EDWARD, Wealdstone, Harrow, Farmer St Albans Pet Nov 30 Ord Nov 20

CLIPSHAM, HENRY, and JOHN CLIPSHAM, Norwell, Notts, Builders Nottingham Pet Nov 19 Ord Nov 19
COMPTON, GEORGE, Winterslow, Wilts, Farmer Salisbury Pet Nov 19 Ord Nov 19
CROSS, WILLIAM GEORGE, Castle Froome, Herefordshire, Miller Worcester Pet Nov 19 Ord Nov 19
CUMMINS, RICHARD HENRY, South Acton Brentford Pet June 5 Ord Nov 19
DAVIES, ESTHER, and MARY JANE DAVIES, Birmingham, Dressmakers Birmingham Pet Nov 21 Ord Nov 21
DAY, ISAAC MOREY, Hainault rd, Leytonstone, Commission Agent High Court Pet Nov 19 Ord Nov 19
DICKINSON, WILLIAM RICHARD, and CHARLES GEORGE DICKINSON, Burnley, Watchmakers Burnley Pet Nov 4 Ord Nov 19
DUNKLEY, WILLIAM, Moseley, Birmingham, Perambulator Manufacturer Birmingham Pet Nov 18 Ord Nov 18
ELLIS, WILLIAM, Oseoth, Yorks, formerly Poulterer Dewsbury Pet Nov 19 Ord Nov 19
EMMET, WILLIAM, and ARTHUR HIXON, Gateshead, Mineral Water Manufacturers Newcastle on Tyne Pet Nov 19 Ord Nov 19
EVANS, GWILYM, Pontypridd, Glam, Grocer Pontypridd Pet Nov 21 Ord Nov 21
GRANGER, LEONARD, South Croxton, Leics, Butcher Leicester Pet Nov 19 Ord Nov 19
HARRISON, CHARLES, Yeovil, Coal Merchant Yeovil Pet Nov 21 Ord Nov 21
HARGREAVES, HENRY, Leeds, Boot Manufacturer Leeds Pet Nov 17 Ord Nov 17
HAYNES, ELI, Walsall, Keymaker Walsall Pet Nov 18 Ord Nov 18
HILEY, JOHN, Leeds, Grocer Leeds Pet Nov 18 Ord Nov 18
HOARE, HENRY, Bryanston sq, of no occupation High Court Pet Nov 21 Ord Nov 21
JAMES, MARGARET HARRY, NEW QUAY, Cardiganshire, Grocer Aberystwith Pet Nov 19 Ord Nov 19
JOSOLYNE, ARCHIBALD JOHN, Farnival st, Holborn, Money Lender High Court Pet Sept 1 Ord Nov 19
LEE, MARY ANN, Beckenham rd, Penge, Milliner High Court Pet Nov 19 Ord Nov 19
LEWIS, ISAAC, Liverpool, late Furniture Dealer Liverpool Pet Nov 19 Ord Nov 19
LEWIS, SAMUEL, Brecon, Club Manager Merthyr Tydfil Pet Nov 19 Ord Nov 19
LIDDELL, G H, Bedford Bedford Pet Oct 23 Ord Nov 20
LONG, WALTER JAMES, Gloucester, Hairdresser Gloucester Pet Nov 20 Ord Nov 20
MILLS, ARTHUR ALBERT, Fenchurch st, Paint Manufacturer High Court Pet Nov 19 Ord Nov 19
MOORE, HENRY, Stroud, Glas, Furniture Broker Gloucester Pet Nov 20 Ord Nov 20
MORRIS, JOHN, Bethesda, nr Ashford, Kent, Farm Bailiff Canterbury Pet Nov 19 Ord Nov 19
PORTEOUS, HARRY DRYSDALE, Walton, Lancs, Flour Salesman Liverpool Pet Nov 20 Ord Nov 20
POWELL, THEODORE, Middlesbrough, Works Contractor Middlesbrough Pet Nov 19 Ord Nov 19
ROBERTS, THOMAS, St Helena, Builder Liverpool Pet Nov 20 Ord Nov 20
ROBINSON, FRANCIS, Hartlepool, Ironworker Sunderland Pet Nov 19 Ord Nov 19
ROWLAND, EDWARD, Charlotte st, Gt Eastern st, Cabinet Maker High Court Pet Nov 20 Ord Nov 20
SCHILKINZ, WILLIAM, Little Britain, Commission Agent High Court Pet Oct 2 Ord Nov 19
SCHOFIELD, JOSEPH, Huddersfield, Blacksmith Huddersfield Pet Nov 20 Ord Nov 20
SEVERINE, ERNEST JAMES WILLIAM, York bldgs, Adelphi, Strand, Enquiry Agent High Court Pet Oct 13 Ord Nov 19
TAVINDEE, FRANK, Rotherham, Watchmaker Sheffield Pet Oct 30 Ord Nov 19
TATTERSALL, THOMAS, Accrington, Waste Merchant Blackburn Pet Nov 20 Ord Nov 20
TOLLER, RICHARD BERNARD, Sergeant's inn, Fleet st, Solicitor High Court Pet Nov 19 Ord Nov 19
TEIM, ALBERT CHARLES, Emsworth, Hants, Grocer Portsmouth Pet Nov 20 Ord Nov 20
VINCENT, SAMUEL JOHN, Torquay, Cab Proprietor Exeter Pet Nov 20 Ord Nov 20
WILKINSON, WILLIAM, Osmotherley, Yorks, Labourer Northallerton Pet Nov 18 Ord Nov 18
WILLIAMS, DAVID, Liverpool, Ironfounder Liverpool Pet Sept 22 Ord Nov 19
WILLIAMS, JOHN CHARLES, late of Leicester, late Managing Director of Brewery Co High Court Pet Oct 20 Ord Nov 19
WILSHAW, HENRY, Stoke upon Trent, Licensed Victualler Stoke upon Trent Pet Nov 19 Ord Nov 19

The following amended notice is substituted for that published in the London Gazette, Oct. 30.

SUTTON, JOSEPH BENJAMIN, Sutton in Ashfield, Notts, Joiner Nottingham Pet Oct 27 Ord Oct 27

ORDER RESCINDING RECEIVING ORDER.

FITZGERALD, EDWARD, Down st, Piccadilly, Gent High Court Ord Sept 25 Resc Nov 13

FIRST MEETINGS.

ALLISON, WILLIAM, Fleet st, Journalist Dec 8 at 11 30, Carey st, Lincoln's inn
ANDREWS, CLARENCE, Woolwich, Hay Dealer Dec 2 at 12 30 24, Railway app, London Bridge
BAILY, ROBERT GORDON, Haslingden, Lancs, Cotton Waste Dealer Dec 9 at 1 30 County Court house, Blackburn
BAKER, WILLIAM, Colwall, Herefordshire, Builder Dec 5 at 10 30 Off Rec, Worcester
BATTY, MARIANNE, and RICHARD BATTY, Toller, Yorks, Farmers York Dec 3 at 11 30 Off Rec, York
BERKELEY, CHARLES CLYDE, Tower chambers, London wall, Tailor's Assistant Dec 7 at 12 30, Carey st, Lincoln's inn
BISHAM, FREDERICK FRANCIS, Purvis rd, College pk, Kensington, late Confectioner Dec 1 at 11 30 24, Railway app, London Bridge

BRITTEN, CHARLES, Earls Barton, Northamptonshire, Carpenter Dec 3 at 12 15 County Court bldgs, Northampton
CARVOETH, JOHN, Redruth, Travelling Draper Dec 1 at 12 Off Rec, Boscawen st, Truro
COMPTON, GEORGE, Winterslow, Wilts, Farmer Dec 3 at 12 30 Off Rec, Salisbury
COPPLESTONE, JOHN BARTLEY, Thornford rd, Lewisham, Pianoforte Dealer Dec 2 at 2 Off Rec, 58, Hammet st, Taunton
CROSS, WILLIAM GEORGE, Castlefroome, Herefordshire, Miller Dec 5 at 10 15 Off Rec, Worcester
DUCKWORTH, JOSEPH, Clayton le Moors, Lancs, Draper Dec 9 at 1 County Court House, Blackburn
FARQUHAR, JOHN HENRY, Cleobury Mortimer, Salop, Clerk Holy Orders Dec 1 at 1 45 Hooper & Weston, Solicitors, Kidderminster
FARRANT, WILLIAM, and ALFRED FARRANT, Upper Tooting, Surrey, Fishmongers Dec 2 at 11 30 24, Railway approach, London Bridge
GILLESPIE, SHAW ALLISON, Liverpool, Hide Broker Dec 3 at 3 Off Rec, 35, Victoria st, Liverpool
GRANGER, LEONARD, South Croxton, Leics, Butcher Dec 3 at 12 Off Rec, 34, Friar lane, Leicester
GRAYSON, FREDERICK, Sheffield, Electro Plate Manufacturer Dec 3 at 3 Off Rec, Figtire lane, Sheffield
GREENWOOD, CHARLES ROBERT, Bradford, Travelling Draper Dec 2 at 11 Off Rec, 31, Manor row, Bradford
HARBOW, STEPHEN CANNICK, Darlington, Painter Dec 9 at 3 Off Rec, Middlesbrough
HARTSHORN, JOSEPH, Church st, Edgware rd, Licensed Victualler Dec 9 at 12 30, Carey st, Lincoln's inn
HAYLOCK, HENRY BOWYER, late of Neatham, Norfolk Licensed Victualler Dec 5 at 12 Off Rec, 8, King st, Norwich
HULL, CHARLES, Stockton on Tees, Stocktaker Dec 9 at 3 Off Rec, Middlesbrough
HUME, THOMAS DAVID, Lancaster gate, Hyde Park, late Manager to Tes Broker Dec 4 at 12 Bankruptcy bldgs, Lincoln's inn fields
LAPIDE, ALBERT, Otley, Yorks, Boot manufacturer Dec 2 at 11 Off Rec, 22, Park row, Leeds
LEIGH, JOSEPH, Raeburn st, Brixton, Mercantile Clerk Dec 2 at 2 30 Bankruptcy bldgs, Lincoln's inn fields
LISTER, HENRY, Birstall, Yorks, Plumber Dec 2 at 3 Off Rec, Bank chambers, Batley
MATT, JONATHAN, Ipswich, Cooper Dec 9 at 12 36, Princes st, Ipswich
MOORE, WILLIAM HENRY, Hyde st, Bloomsbury, Licensed Victualler Dec 8 at 2 30 33, Carey st, Lincoln's inn
PROCTER, ROBERT, Gresham, Durham, late Iankeeper Dec 9 at 3 Off Rec, Middlesbrough
RADCLIFFE, RAYMOND, Prince's Mansions, Victoria st, Journalist Dec 2 at 12 Bankruptcy bldgs, Lincoln's inn fields
REDFEARN, JOSEPH, Sheffield, Grocer Dec 3 at 2 30 Off Rec, Figtire lane, Sheffield
ROGERS, DAVID, Skewen, nr Neath, Glam, Carpenter Dec 2 at 12 Off Rec, 97, Oxford st, Swansea
SCHOFIELD, JOSEPH, Huddersfield, Blacksmith Dec 4 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield
SMITH, JOHN THOMAS, Wolverton, Bucks, Dairyman Dec 2 at 12 45 County Court bldgs, Northampton
STEWART, WILLIAM, Kingston on Thames, Club Proprietor Dec 4 at 11 30 24, Railway app, London Bridge
SWEET, EMMA, Torquay, Lodging house Keeper Dec 4 at 3 Off Rec, 12, Bedford circus, Exeter
TROT, WILLIAM HENRY, Swansea, Insurance Agent Dec 3 at 12 Off Rec, 97, Oxford st, Swansea
TURNER, MARTHA WRAUGH, Sheffield, Confectioner Dec 3 at 2 Off Rec, Figtire lane, Sheffield
VINCENT, SAMUEL JOHN, Torquay, Cab Proprietor Dec 4 at 3 30 Off Rec, 13, Bedford circus, Exeter
WILKIE, CHARLES THOMAS BAXTER, South Stockton, Engineer Dec 2 at 3 Off Rec, Middlesbrough
WOOD, RICHARD, Conisbly, Lancs, Farmer Dec 3 at 12 30 Off Rec, 31, Silver st, Lincoln

ADJUDICATIONS.

BATTY, MARIANNE, and RICHARD BATTY, Toller, Yorks, Farmers York Pet Nov 4 Ord Nov 19
BELCHAM, WILLIAM ISAAC, Rayleigh, Essex, Surveyor Chelmsford Pet Nov 18 Ord Nov 18
BRACHER, THOMAS, Caterham, Surrey, Grocer Croydon Pet Nov 18 Ord Nov 18
BRICKELL, AUGUSTUS LEA, Evenlode, Worcs, Dairyman High Court Pet Sept 10 Ord Nov 19
BURGES, SAMUEL, Antrobus, Cheshire, Farm Bailiff Nantwich and Crewe Pet Nov 20 Ord Nov 20
BYRNE, DANIEL FREDERICK, Headingley, Leeds, Linen Manufacturer's Agent Leeds Pet Nov 18 Ord Nov 18
BYRNE, JOHN, Bognor, Sussex, Tailor Brighton Pet Nov 17 Ord Nov 19
CLIPSHAM, HENRY, and JOHN CLIPSHAM, Norwell, Notts, Builders Nottingham Pet Nov 19 Ord Nov 19
COLLINS, FREDERIC, Huddersfield, Cycle Agent Huddersfield Pet Nov 4 Ord Nov 20
COMPTON, GEORGE, Winterslow, Wilts, Farmer Salisbury Pet Nov 19 Ord Nov 19
CROSS, WILLIAM GEORGE, Castle Froome, Herefordshire, Miller Worcester Pet Nov 19 Ord Nov 19
CUMMINS, RICHARD HENRY, South Acton Brentford Pet June 5 Ord Nov 21
DAVISON, THOMAS VINCENT HERBERT, New Malden, Surrey, Architect Kingston Pet July 30 Ord Nov 19
DAY, ISAAC MOREY, Hainault rd, Leytonstone, Commission Agent High Court Pet Nov 19 Ord Nov 19
DUNKLEY, WILLIAM, Moseley, Birmingham, Perambulator Manufacturer Birmingham Pet Nov 18 Ord Nov 18
EDGWAR, GRACE AGNES ARTHUR, Oxford rd, Ealing, Widow Bedford Pet Oct 22 Ord Nov 18
FARRANT, WILLIAM, and ALFRED FARRANT, Upper Tooting, Surrey, Fishmongers Wandsworth Pet Nov 9 Ord Nov 19
GILLESPIE, SHAW ALLISON, Liverpool, Hide Broker Liverpool Pet Nov 12 Ord Nov 21
GORDHAM, CHARLES, Leeds, Wood Engraver Leeds Pet Oct 15 Ord Nov 16
GRANGER, LEONARD, South Croxton, Leics, Butcher Leicester Pet Nov 19 Ord Nov 19

HARGREAVES, HENRY, Leeds, Boot Manufacturer Leeds Pet Nov 17 Ord Nov 17
HARTLEY, FRANCIS, Kingswear, Devon, Licensed Victualler East Stonehouse Pet Oct 31 Ord Nov 21
HARTSHORN, JOSEPH, Church st, Edgware rd, Licensed Victualler High Court Pet Sept 18 Ord Nov 21
HILEY, JOHN, Leeds, Grocer Leeds Pet Nov 18 Ord Nov 18
HOARE, HENRY, Bryanston sq, of no occupation High Court Pet Nov 21 Ord Nov 21
LAPIDE, ALBERT, Otley, Yorks, Boot Manufacturer Leeds Pet Oct 21 Ord Nov 20
LEE, MARY ANN, Beckenham rd, Penge, Milliner High Court Pet Nov 19 Ord Nov 19
LEWIS, SAMUEL, Brecon, Club Manager Merthyr Tydfil Pet Nov 19 Ord Nov 19
LONG, WALTER JAMES, Gloucester, Hairdresser Gloucester Pet Nov 20 Ord Nov 20
MACKEY, FREDERICK NOEL, Mark lane, Civil Engineer High Court Pet Oct 30 Ord Nov 21
MEDLEY, THOMAS P, Theobald's rd, of no occupation High Court Pet Oct 23 Ord Nov 19
MILLS, WALTER GEORGE, Manchester, Grey Cloth Agent Manchester Pet Nov 6 Ord Nov 21
MORRIS, JOHN, Bethesda, nr Ashford, Kent, Farm Bailiff Canterbury Pet Nov 18 Ord Nov 19
MOULSON, FREDERICK, Birmingham, late Jeweller Birmingham Pet Oct 2 Ord Oct 2
NEWMAN, JOHN HENRY, Ramsgate, Hairdresser Canterbury Pet Oct 27 Ord Nov 21
PORTEOUS, HARRY DRYSDALE, Walton, Lancs, Flour Salesman Liverpool Pet Nov 20 Ord Nov 21
POWELL, THEODORE, Middlesbrough, Works Contractor Middlesbrough Pet Nov 19 Ord Nov 19
ROBINSON, FRANCIS, Hartlepool, Ironworker Sunderland Pet Nov 19 Ord Nov 19
ROWLAND, EDWARD, Charlotte st, Gt Eastern st, Cabinet Maker High Court Pet Nov 20 Ord Nov 20
SCHOFIELD, JOSEPH, Huddersfield, Blacksmith's Huddersfield Pet Nov 20 Ord Nov 20
STUART, DONALD, Park Village West High Court Pet July 20 Ord Nov 21
TATTERSALL, THOMAS, Accrington, Waste Merchant Blackburn Pet Nov 20 Ord Nov 20
VANDERFELT, E H, Gt Coram st, Actor High Court Pet Sept 29 Ord Nov 19
VINCENT, SAMUEL JOHN, Torquay, Cab Proprietor Exeter Pet Nov 20 Ord Nov 20
WILKINSON, WILLIAM, Osmotherley, Yorks, Labourer Northallerton Pet Nov 18 Ord Nov 18
WILLIAMS, JOHN PARRY, Landport, Corset Maker Portsmouth Pet Oct 9 Ord Nov 19
WILSHAW, HENRY, Stoke upon Trent, Licensed Victualler Stoke upon Trent Pet Nov 19 Ord Nov 19

The following amended notice is substituted for that published in the London Gazette, Oct. 30.

SUTTON, JOSEPH BENJAMIN, Sutton in Ashfield, Joiner Nottingham Pet Oct 27 Ord Oct 27

SALES OF ENSUING WEEK.

Dec. 1.—Messrs. DEBENHAM, TEBSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Ground Rent (see advertisement, Nov. 14, p. 4).
Dec. 2.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, E.C., at 2 o'clock, Policies of Assurance, Railway Debenture Stock, Reversion to Part of Freehold Property (see advertisement, this week, p. 85).
Dec. 3.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Absolute Reversion and Shares (see advertisement, this week, p. 85).

RIVER TEES.—ISSUE OF 3½ per cent. MORTGAGE BONDS.—THE TEES COMMISSIONERS are prepared to receive Sums of Money on Loan for 7 or 10 years. Interest 3½ per cent. per annum, payable half-yearly. Commissioners provide Mortgage Bonds.

Apply to JOHN H. AMOS, Secretary.
Board Room, Stockton-on-Tees,
November, 1891.

LAW.—Wanted, by a Gentleman (age 23) who has passed the Final, but is not admitted, an Engagement as Junior Chancery and Common Law Clerk, or would undertake that department under supervision; could also assist in Conveyancing.—Address F. W. H., 48, Hillmorton-road, N.

LAW.—The Solicitor to the Post Office requires an Assistant, mainly to act as Private Secretary to himself; thoroughly good shorthand writing essential; salary, £100 per annum.—Apply, by letter only, to THE SOLICITOR, General Post Office, E.C.

LAW.—Great Saving.—Abstracts Copied at sixpence per sheet; Drafts, Costs, and Briefs One Penny per folio; Deeds Engrossed Three Half-pence per folio net.—KEER & LANHAM, 3, Chichester-terrace, by 84, Chancery-lane, W.C.

SENIOR CLERKSHIP required Immediately; all branches, including Conveyancing, Common Law, Costs, Accounts (School Board, Trust, Kain's), Short-hand; aged 31; married; salary about £2 10s.; well recommended.—WHITMAN, care of H. G. Roberts, Esq., Solicitor, Maid.

MR. J. H. EVANS, Solicitor, late of 59, Lincoln's-inn-fields, having retired from practice in London, is prepared to undertake the Taking Evidence on Commission or other Legal Business abroad. Previous experience of such matters as well as acquaintance with the French, German, and Italian languages may be mentioned as additional qualifications for carrying out efficiently any such business as may be entrusted to him.—Address Mr. J. H. EVANS, Messrs. Mander & Watson, 9, New-square, Lincoln's-inn.

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